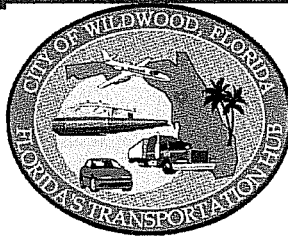


# Agenda



# Agenda

## CITY COMMISSIONERS OF THE CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1  
Mayor Pro-Tem/Commissioner – Ronald Allen – Seat 5  
Pamala Harrison-Bivins – Seat 2  
Don C. Clark – Seat 4  
Robby Strickland – Seat 3  
Robert Smith – City Manager

June 14<sup>th</sup>, 2010  
7:00 PM

### PLEASE TURN OFF ALL CELL PHONES AND PAGERS

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A-If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The City of Wildwood DOES NOT provide this verbatim record).

## **AGENDA**

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- INVOCATION
- FLAG SALUTE

### 1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBLIC HEARING – Second Final Reading	Ordinance NO 2010-10 – an ordinance clarifying issues when a developer uses more ERCs than initially requested (Attachments – Staff Recommends Approval)
7:00 PM (b)	Timed Item	Special Master recommendation regarding the amendment to the Parkwood PUD for Commission review/approval (Attachment – Staff Recommends Approval)

\* Quasi Judicial Hearing

### 2. REPORTS AND PUBLIC INPUT

- **SPECIAL PRESENTATION:** Presentation of the 2009-2010 Audit Report by Lon Stafford of Carr, Riggs & Ingram, LLC, CPA's and Advisors (**Audit report** previously delivered to Commission – **PLEASE BRING YOUR COPY WITH YOU**)
  - a. City Manager
  - b. City Attorney
  - c. City Clerk
  - d. Commission Members
  - e. Public Forum (10 minute time limit)
  - f. Notes, Reports, and items for the file as attached

### 3. NEW BUSINESS – ACTION REQUIRED

#### a. **MINUTES**

1. Minutes of Regular Meeting held on May 24<sup>th</sup>, 2010 (Attachments – Staff recommends approval)

**b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

1. Ordinance No. O2010-11, an ordinance rescinding Ordinance O2010-04 reclassifying zoning; providing terms and conditions; amending official zoning map, etc. (Attachments – Staff Recommends Approval)

**c. RESOLUTIONS FOR APPROVAL:**

1. None

**d. APPOINTMENTS**

1. Commission to appoint a voting delegate for the Florida League of Cities 84<sup>th</sup> Annual Conference – August 19-21, 2010 (previous delegate, Commissioner Ronald Allen) (Attachments – Board Option)
2. Appointment of members to Citizens Advisory Task Force, Parks & Recreation Board, Tree/Beautification Board, & Greenwood Cemetery Board (Attachment – Board Option)

**e. CONTRACTS AND AGREEMENTS**

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval (Attachments – Staff Recommends Approval)

**f. FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)

**g. GENERAL ITEMS FOR CONSIDERATION**

1. Discussion relative to setting workshop to discuss City's Health Care Benefits and Contract with Brown & Brown (Attachment – Board Option)
2. Discussion relative to 2010 Summer Camp Program (Attachment – Board Option)

**4. ADJOURN:**

~~~~~

**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

**CITY MANAGER:**

1. Evaluation forms – fill out and turn into the Clerk's department during the **June 28<sup>th</sup>** meeting (Included in your agenda packets)
2. **FYI** – Bushnell/Wildwood library information updates (Attachments)
3. **FYI** – Budget Analysis Report for May 2010 (Attachments)

## 1. TIMED ITEMS AND PUBLIC HEARINGS

|                |                                                   |                                                                                                                                                          |
|----------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7:00 PM<br>(a) | PUBLIC HEARING<br>– 2 <sup>nd</sup> Final Reading | Ordinance NO 2010-10 – an ordinance clarifying issues when a developer uses more ERCs than initially requested (Attachments – Staff Recommends Approval) |
| 7:00 PM<br>(b) | Timed Item                                        | Special Master recommendation regarding the amendment to the Parkwood PUD for Commission review/approval (Attachment – Staff Recommends Approval)        |

\* Quasi Judicial Hearing

ORDINANCE O2010-10

AN ORDINANCE OF THE CITY OF WILDWOOD;  
AMENDING SECTIONS 12 AND 13 OF ORDINANCE  
NUMBER 427 CLARIFYING THAT WHEN A DEVELOPER  
USES MORE ERCS IN A DEVELOPMENT THAN  
INITIALLY REQUESTED, THE CITY MAY CHARGE  
ADDITIONAL TIE FEES; PROVIDING FOR CONFLICT;  
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood has determined that Ordinance 427 needs clarification; and,

WHEREAS, initial ERCs allocated to a developer are based on the developers' engineers' calculations and these calculations are determined prior to the development utilizing service; and,

WHEREAS, sometimes the actual use of ERCs is greater than that initially sought by the developer.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Wildwood, Florida:

SECTION 1. Section 12 of Ordinance number 427, is hereby amended as follows (cross-throughs indicate deletions and underlines indicate additions):

SECTION 12. The City has determined that the developer's cost share per ERC (TIE fee) should be determined utilizing ~~the following calculation:~~as follows:

a. The following calculation shall be used:

ai. Total Water TIE fee payable by developer = (number of ERC's in development) X (Table Water value/\$ERC) X (Distance factor from point of service).

bii. Total Wastewater TIE fee payable by developer = (number of ERC's in development) X (Table waste water value/\$ERC) X (Distance factor from point of service).

ciii. Total reclaimed water TIE fee payable by developer = (number of ERC's in development) X (Table reuse water value/\$ERC) X (Distance factor from point of service).

b. If the developer actually uses more ERCs in the development than initially requested, the City may charge the developer with additional TIE fees using the same calculations.

c. If the developer subsequently requires more ERCs, the City will also charge for additional TIE fees using the same calculations.

SECTION 2. Section 13 of Ordinance number 427, is hereby amended as follows (cross-throughs indicate deletions and underlines indicate additions):

SECTION 13. Initial TIE fees shall be assessed and paid at the time of application for water, wastewater or reclaimed water service. Any additional TIE fees based upon use of additional ERCs shall be paid within 30 days of demand by the City.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

**CITY OF WILDWOOD  
PLANNING & ZONING BOARD/SPECIAL MASTER  
RECOMMENDATIONS**

---

The case below was heard on Tuesday, June 1, 2010, by the Special Magistrate. The applicant seeks an amendment to the existing PUD to allow 5' set backs on certain lots.

**Case:** RZ 2010-06-01

**Owner:** Parkwood Sumter Properties

**Applicant:** Peter Trematerra

**Property Location:** CR 466 and CR 101

Based upon the information and testimony provided Regulations, the Special Magistrate recommends approval of the amendment to the Parkwood PUD, specifically, to allow 5' set backs on lots 279-283.

Dated: \_\_\_\_\_

PROPOSED

\_\_\_\_\_  
Archie O. Lowry, Jr.  
Special Master  
City of Wildwood

2. **REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** Presentation of the 2009-2010 Audit Report by Lon Stafford of CRI, LLC

**(a) CITY MANAGER:**

**NOTES: (2.f.)**

None

**REPORTS: (2.f.)**

(See “ f ” below)

**(b) CITY ATTORNEY:**

- 2.b.1. Discussion/approval insurance settlement conditions (NO Attachments)

**(c) CITY CLERK:**

- (1) None

**(d) COMMISSION MEMBERS:**

- (1) None

**(e) PUBLIC FORUM:**

- (1)

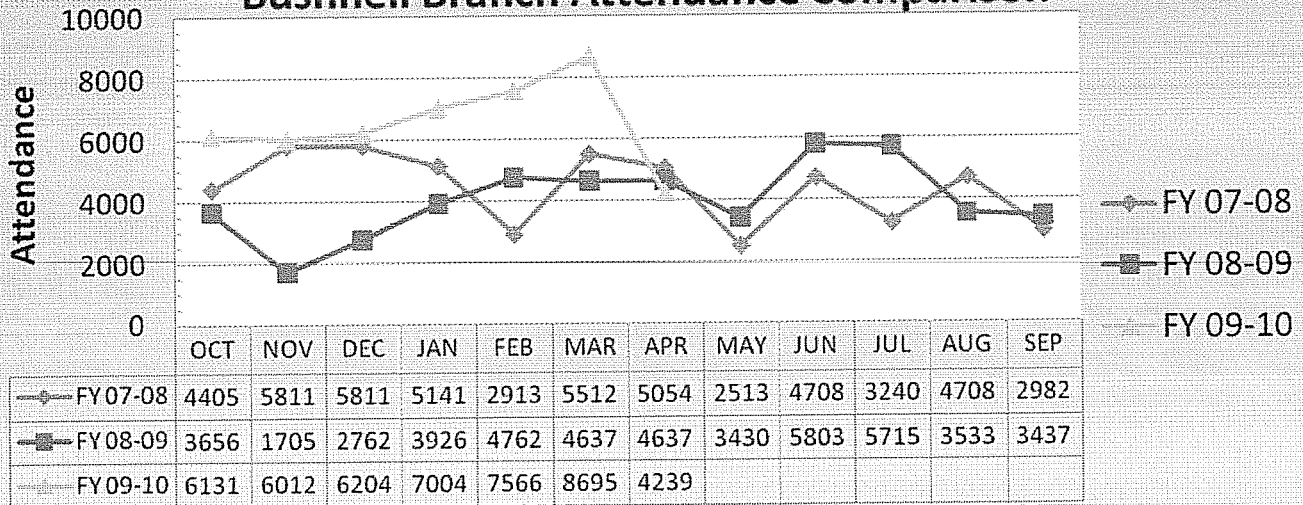
**(f) NOTES/REPORTS/FILED ITEMS:**

- 2.f.1 City Manager Evaluation forms (included in your packet – turn in at June 28<sup>th</sup> meeting, please)
- 2.f.2 FYI – Bushnell – Wildwood Library Reports (Attachment)
- 2.f.3 FYI – Budget Analysis Report for May 2010 (Attachments)

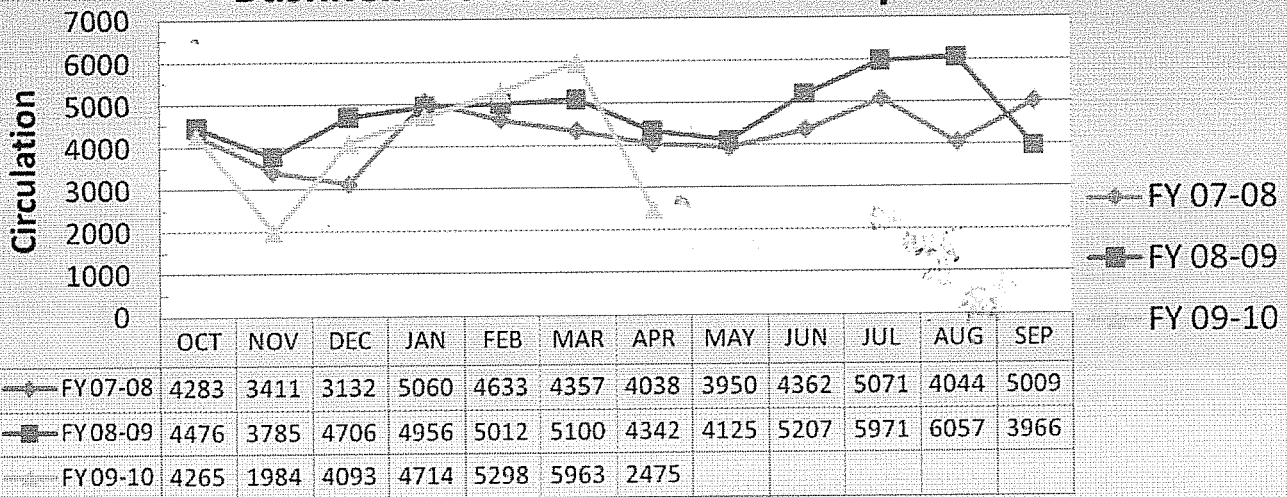
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Updated May 2010

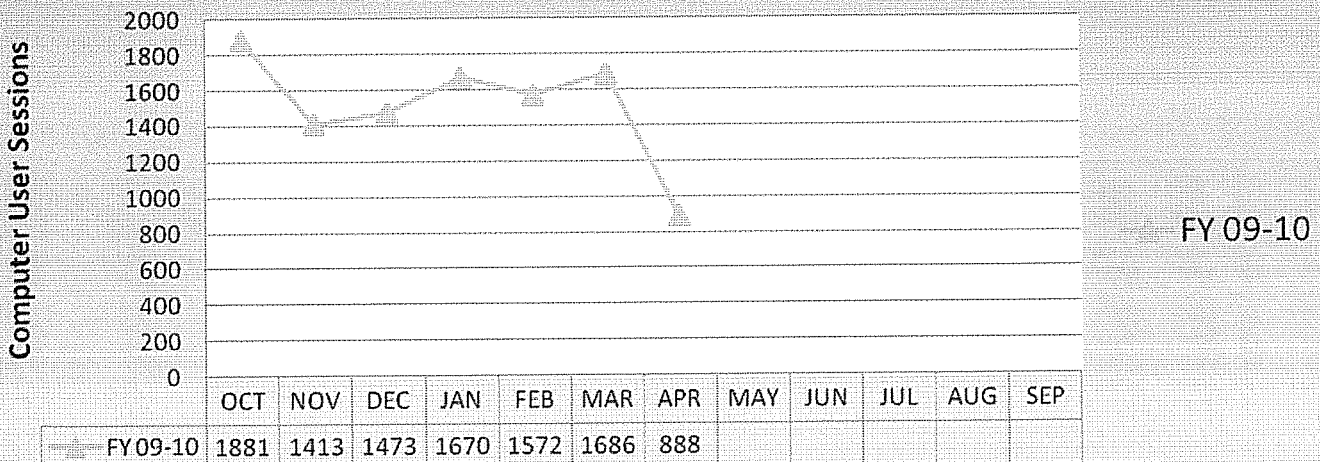
## Bushnell Branch Attendance Comparison



## Bushnell Branch Circulation Comparison



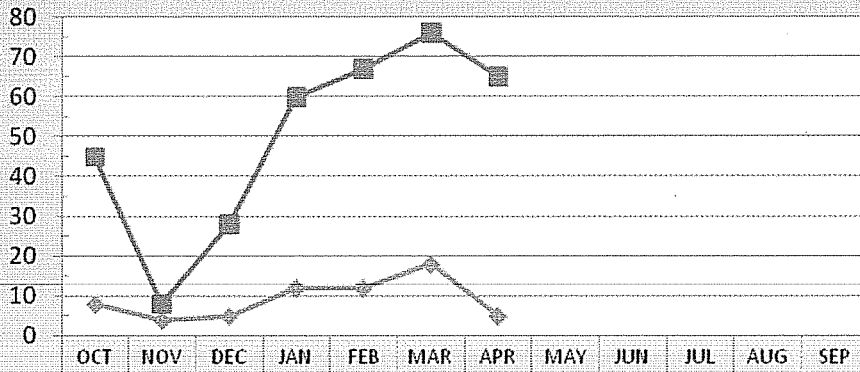
## Bushnell Branch Computer Usage





## Bushnell Branch In-House Programs and Attendance

In-House Programs and Attendance

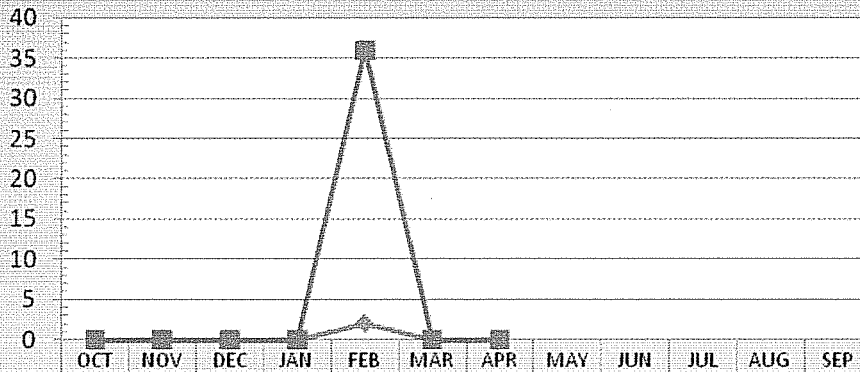


◆ In-House Programs  
■ Attendance

◆ In-House Programs  
■ Attendance

## Bushnell Branch Outreach Programs and Attendance

Outreach Programs and Attendance

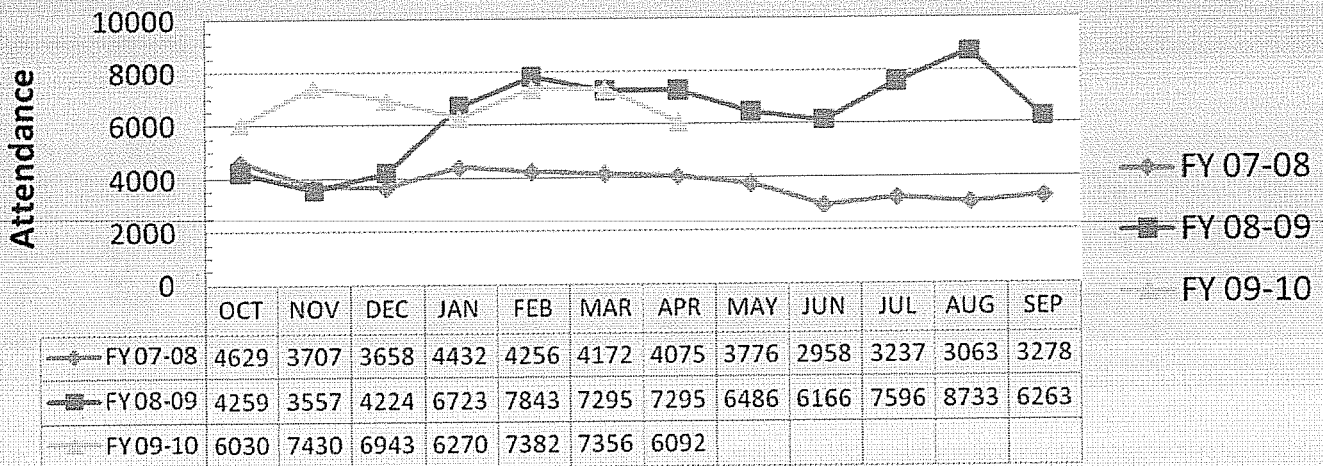


◆ Outreach Programs  
■ Attendance

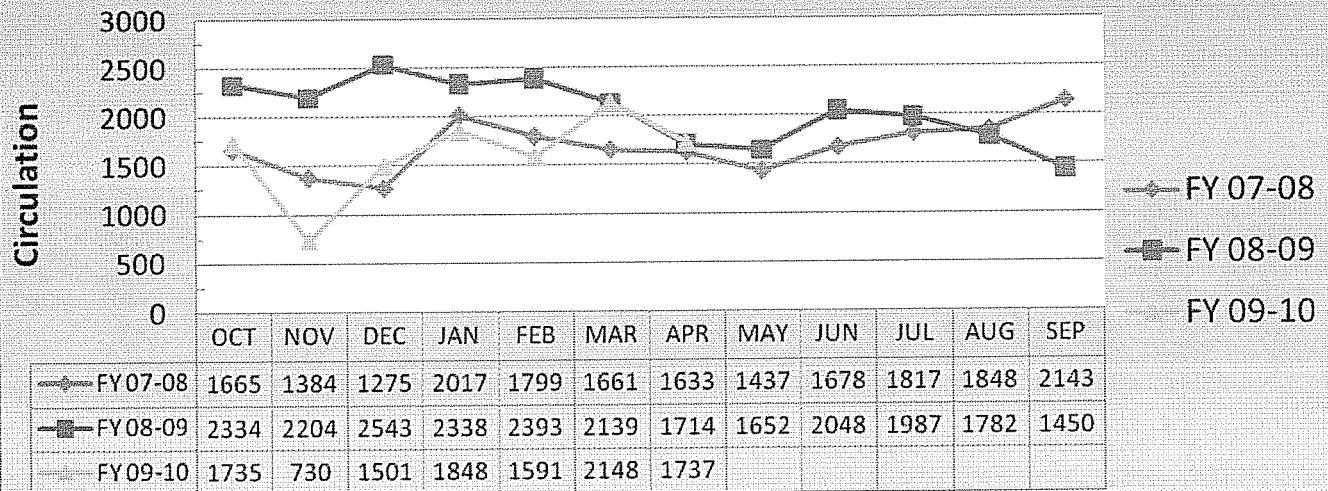
◆ Outreach Programs  
■ Attendance

Updated May 2010

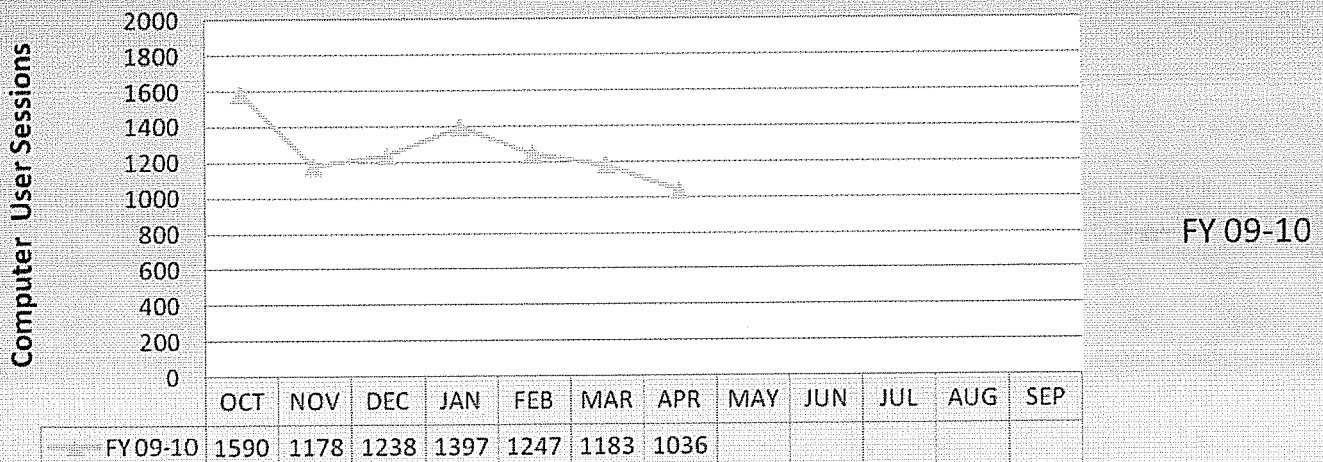
## Wildwood Branch Attendance Comparison



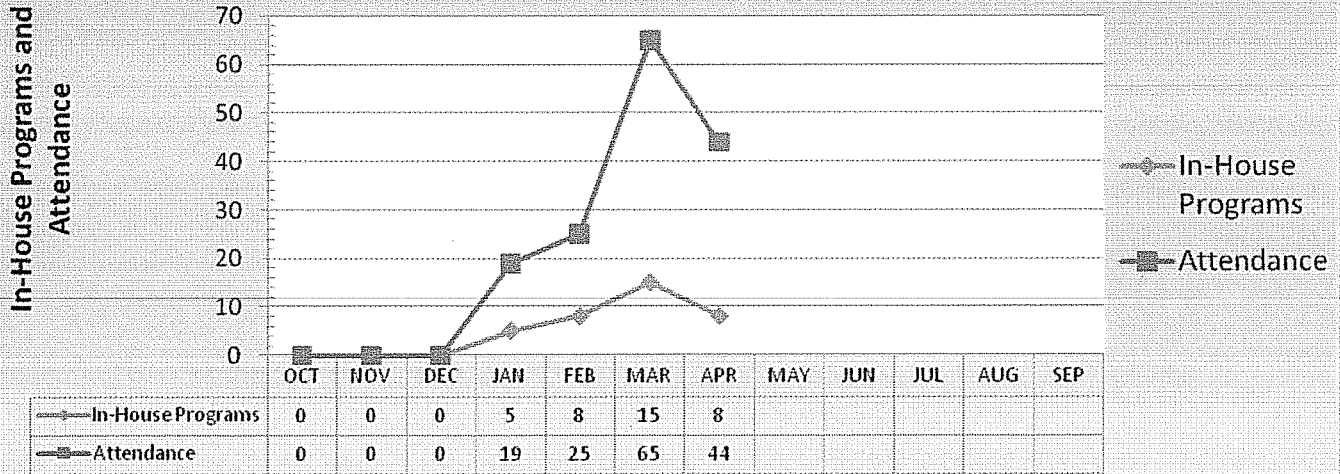
## Wildwood Branch Circulation Comparison



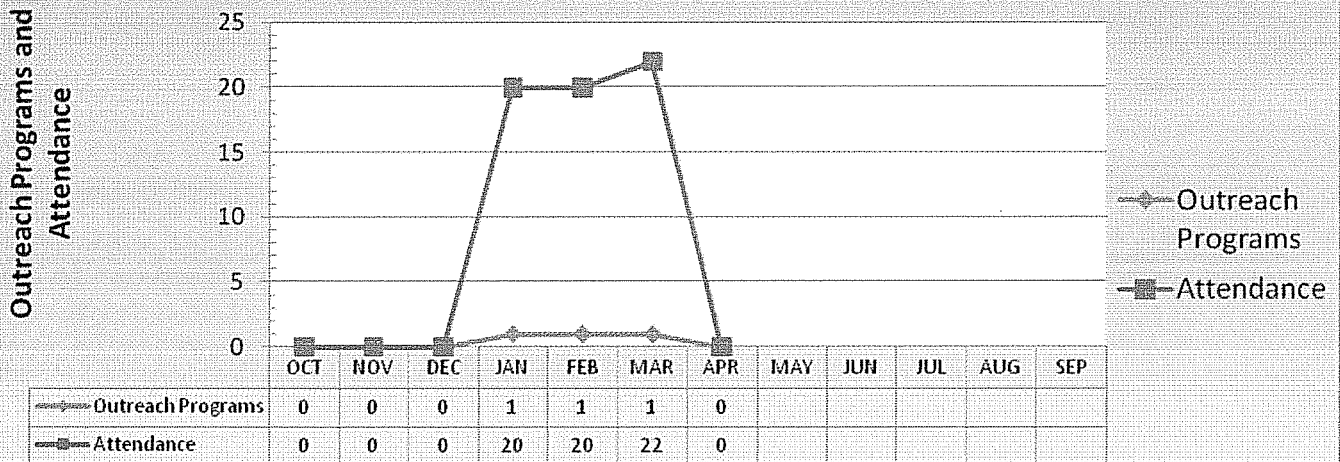
## Wildwood Branch Computer Usage



## Wildwood Branch In-House Programs and Attendance



## Wildwood Branch Outreach Programs and Attendance



## BUDGET ANALYSIS REPORT FISCAL YEAR 09-10

May 2010

ITEM	BUDGETED	ACTUAL	DIFFERENCE	PERCENTAGE
Inter-Fund Transfers: Industrial Park	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
Inter-Fund Transfers: Enterprise Transfer In	\$ 309,000.00	\$ 175,000.00	\$ (134,000.00)	56.63%
Interfund Transfers-5% TIE & Connection Fee	\$ -	\$ -	\$ -	0.00%
General Revenue-State (INTERGOVT)	\$ 153,000.00	\$ 100,875.76	\$ (52,124.24)	65.93%
Gas Tax-State (\$.04 + .01) -Local Option (INT	\$ 200,000.00	\$ 148,383.17	\$ (51,616.83)	74.19%
State Sales Tax (.005 cent) (INTERGOVT)	\$ 222,000.00	\$ 159,952.71	\$ (62,047.29)	72.05%
.01 Infrastructure Surtax (INTERGOVT) Disc	\$ 438,000.00	\$ 302,034.37	\$ (135,965.63)	68.96%
County Motor Fuel Tax (9th cent) (INTERGO	\$ 40,000.00	\$ 22,731.18	\$ (17,268.82)	56.83%
State Beverage License (INTERGOVT)	\$ 3,500.00	\$ 2,660.46	\$ (839.54)	76.01%
Mobile Home License (INTERGOVT)	\$ 13,000.00	\$ 14,479.09	\$ 1,479.09	111.38%
Ad Valorem Taxes	\$ 975,331.00	\$ 968,203.04	\$ (7,127.96)	99.27%
Utility Tax Water Sales-City	\$ 29,268.92	\$ 18,547.04	\$ (10,721.88)	63.37%
Utility Tax-Villages 5% Water Utility	\$ 127,000.00	\$ 94,380.26	\$ (32,619.74)	74.32%
Utility Tax (Electric/Gas)	\$ 275,000.00	\$ 119,487.82	\$ (155,512.18)	43.45%
Telecommunications Tax	\$ 200,000.00	\$ 123,518.84	\$ (76,481.16)	61.76%
Franchise Tax	\$ 452,500.00	\$ 344,718.44	\$ (107,781.56)	76.18%
Interest Income	\$ 23,000.00	\$ 2,279.35	\$ (20,720.65)	9.91%
Zoning Compliance	\$ 600,000.00	\$ 334,778.77	\$ (265,221.23)	55.80%
Second Dollar Fund	\$ 1,250.00	\$ 712.00	\$ (538.00)	56.96%
Fines & Forfeitures	\$ 45,000.00	\$ 14,097.23	\$ (30,902.77)	31.33%
Community Center	\$ 25,000.00	\$ 23,263.86	\$ (1,736.14)	93.06%
Miscellaneous GF Revenue	\$ 23,636.00	\$ 10,964.10	\$ (12,671.90)	46.39%
Summer Camp Registration	\$ 30,000.00	\$ -	\$ (30,000.00)	0.00%
Private Contributions Summer Camp	\$ 10,000.00	\$ 1,017.00	\$ (8,983.00)	10.17%
Dixie Youth Baseball Registration	\$ 1,200.00	\$ 1,135.00	\$ (65.00)	94.58%
Life Flight Lease Payments	\$ 12,000.00	\$ 2,000.00	\$ (10,000.00)	16.67%
Fuel Tax Refunds	\$ 4,000.00	\$ 3,172.88	\$ (827.12)	79.32%
Auction/Land Sales Proceeds	\$ 15,000.00	\$ 10,500.00	\$ (4,500.00)	70.00%
Police User Fee	\$ 160,000.00	\$ 105,438.30	\$ (54,561.70)	65.90%
Concession Stand Income	\$ 10,000.00	\$ -	\$ (10,000.00)	0.00%
The Villages Amended Agreement	\$ 45,000.00	\$ 45,000.00	\$ -	100.00%
City Occupational Licenses	\$ -	\$ 3,336.50	\$ 3,336.50	#DIV/0!
Community Center Reservation Fee	\$ -	\$ 970.00	\$ 970.00	#DIV/0!
Growers Market Revenue	\$ -	\$ 8,070.00	\$ 8,070.00	#DIV/0!
Qualifying Fees	\$ -	\$ 409.52	\$ 409.52	#DIV/0!
Villages Amended Agreement-2007	\$ 45,000.00	\$ 45,000.00	\$ -	100.00%
Total	\$ 4,497,685.92	\$ 3,217,116.69	\$ (1,280,569.23)	71.53%

## General Fund Expenditures Budget Analysis Report

May 2010

GENERAL DEPARTMENTS	Bugeted	Actual	Difference	Percentage
Legislative (Mayor/Commissioners)	\$ 60,977.00	\$ 33,479.97	\$ (27,497.03)	54.91%
Executive (City Manager)	\$ 266,040.00	\$ 170,969.02	\$ (95,070.98)	64.26%
Financial Administrative	\$ 560,270.00	\$ 409,022.96	\$ (151,247.04)	73.00%
Police	\$ 1,693,601.00	\$ 1,087,188.70	\$ (606,412.30)	64.19%
Community Center	\$ 48,739.00	\$ 24,400.77	\$ (24,338.23)	50.06%
Parks and Recreation	\$ 252,411.00	\$ 200,020.79	\$ (52,390.21)	79.24%
Building Services	\$ 253,145.00	\$ 167,271.18	\$ (85,873.82)	66.08%
Development Services	\$ 411,346.00	\$ 282,143.94	\$ (129,202.06)	68.59%
Streets/Public Works	\$ 661,829.00	\$ 412,421.20	\$ (249,407.80)	62.32%
Community Redevelopment	\$ 88,560.00	\$ 56,093.59	\$ (32,466.41)	63.34%
<b>TOTAL</b>	<b>\$ 4,296,918.00</b>	<b>\$ 2,843,012.12</b>	<b>\$ (1,453,905.88)</b>	<b>66.16%</b>

## Enterprise Fund Expenditures Budget Analysis Report

May 2010

DEPARTMENTS	Bugeted	Actual	Difference	Percentage
Physical Environment Administration	\$ 346,897.00	\$ 257,253.97	\$ (89,643.03)	74.16%
Water Dept.	\$ 837,292.00	\$ 528,933.53	\$ (308,358.47)	63.17%
Wastewater Dept.	\$ 1,634,872.00	\$ 1,032,553.27	\$ (602,318.73)	63.16%
Refuse	\$ 877,084.00	\$ 513,561.16	\$ (363,522.84)	58.55%
Industrial Park	\$ 23,600.00	\$ 12,183.48	\$ (11,416.52)	51.62%
Greenwood Cemetary	\$ 725.00	\$ 305.83	\$ (419.17)	42.18%
<b>TOTAL</b>	<b>\$ 3,720,470.00</b>	<b>\$ 2,344,791.24</b>	<b>\$ (1,375,678.76)</b>	<b>63.02%</b>

## Enterprise Fund Revenue Budget Analysis Report Fiscal Year 09-10

May 2010

ITEM	BUDGETED	ACTUAL	DIFFERENCE	PERCENTAGE
Water Operational	\$ 1,250,000.00	\$ 823,881.04	\$ (426,118.96)	65.91%
Water Connection Fees	\$ 150,000.00	\$ 98,607.25	\$ (51,392.75)	65.74%
Water TIE Fees	\$ 15,000.00	\$ 96,755.51	\$ 81,755.51	645.04%
Water Meter Install	\$ -	\$ 17,107.19	\$ 17,107.19	#DIV/0!
Water-Misc On/Off	\$ 20,000.00	\$ 13,347.00	\$ (6,653.00)	66.74%
Water Income Other	\$ 4,000.00	\$ 7,965.31	\$ 3,965.31	199.13%
Refuse Operational Revenue	\$ 750,000.00	\$ 508,760.85	\$ (241,239.15)	67.83%
Refuse Other Income	\$ 6,000.00	\$ 7,855.67	\$ 1,855.67	130.93%
Wood Waste	\$ 10,000.00	\$ 4,424.50	\$ (5,575.50)	44.25%
Roll Off Container Billings	\$ 5,000.00	\$ 5,732.68	\$ 732.68	114.65%
Wastewater Operational Revenue	\$ 2,000,000.00	\$ 1,155,488.68	\$ (844,511.32)	57.77%
Wastewater Connection Fees	\$ 300,000.00	\$ 214,110.40	\$ (85,889.60)	71.37%
Wastewater TIE Fees	\$ 25,000.00	\$ 29,037.57	\$ 4,037.57	116.15%
Sewer Other Misc	\$ 20,000.00	\$ 32,593.64	\$ 12,593.64	162.97%
Wastewater TSS / COD	\$ 575,000.00	\$ 410,380.29	\$ (164,619.71)	71.37%
Reuse Fees	\$ 30,000.00	\$ 63,386.62	\$ 33,386.62	211.29%
Interest Income	\$ 600.00	\$ 5,360.22	\$ 4,760.22	893.37%
Industrial Park	\$ -	\$ -	\$ -	#DIV/0!
Total	\$ 5,160,600.00	\$ 3,494,794.42	\$ (1,665,805.58)	67.72%

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
DATE: May 24, 2010 TIME: 7:00 PM  
CITY HALL COMMISSION CHAMBER

(Meeting taped)

The City Commission of the City of Wildwood met in regular session May 24, 2010 at 7:00 p.m. in the City Hall Commission Chamber.

Present were: Mayor Wolf; Commissioners Strickland, Clark, Bivins and Allen. Also present City Manager Smith, City Clerk Jacobs; City Attorney Blair; Chief Reeser, and AVT Law.

The meeting was called to order by Mayor Wolf, with Commissioner Allen giving the invocation and audience joining in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS:

NONE

\*Quasi-Judicial

2. REPORTS AND PUBLIC INPUT:

▪ SPECIAL PRESENTATION: NONE

a. City Manager

City Manager informed the Commission of a call from Charles Gautier, DCA, # 2 in command, stating that a follow up letter would be sent and stating the City of Wildwood will receive an award for innovative planning. (1 out of 5 in the State). The award will be presented at their annual conference on June 23<sup>rd</sup>. He will be attending as well as Jason McHugh and Melanie Peavy. Jason McHugh has been asked to speak as a part of the panel discussion. A copy of the letter will be sent out upon it arrival.

1. FYI- Parks & Recreation Department- First Quarter Report for 2010 (attachments) INFORMATION ONLY
2. FYI – Sumter county Fire Rescue report on average response times by stations (Attachment) INFORMATION ONLY
3. FYI – City of Coleman presentation on May 10th (Attachments) INFORMATION ONLY
4. Update on CR 470 PD&E Issues(Attachment)

The County hired DRMP last year to do this study, looking at the impacts and also what alignment situation is best. There are 6 options at this time to cure the jog between East and West. City Manager reported that from what he understands there is a lot of local business owners objecting to the alignment



that was chosen, which is #6. SECO and Dixie Lime & Stone are two of the largest businesses objecting, stating that they were notified very late in the process. The County has decided to postpone a final decision until a future meeting in late June. He will keep the Commission informed.

5. Budget Analysis Reports for April 2010. (Attachments) INFORMATION ONLY. City Manager stated Capital Enhancements would not be brought back before them until there is a continuous positive flow.

Commissioner Allen asked City Manager to ask Jason Hargrove to get notices To the area churches about the programs that are trying to be developed at The School Gym. City Manager stated for clarification that access right now is between the City and the School Board. In order for any of the Churches to have access because of being on School property, they would have to deal directly with the School Board due to issues with insurance and chain of custody regarding keys.

Commissioner Allen stated he only meant letting them know (making them aware) of the programs the City was sponsoring at the facility because the churches have The children, not for the churches to try and plan programs themselves. The churches should also be notified about Summer Camp. City Manager reported that Summer Camp attendance is very low right now.

b. City Attorney

1. Discussion/approval –insurance settlement conditions (NO Attachments)

Attorney Blair reported on a mediation meeting between the City's insurance company and Ms. Brannen and what she is addressing is part of the settlement Terms. Attorney explained that this is a federal case that was filed a couple of years ago. She believes the insurance company made a decision based upon trial costs and other financial issues, but there are a few things they wanted in the settlement agreement that she felt the City Commission should approve before it is actually signed off on. That is, that we agreed that all the letters that she received would be placed in an envelope and marked invalid and not for future official use, but with the understanding that it is still a public record and anybody that wanted to look at it can. That we agreed to respond to inquiries from perspective employers with "Resigned, Not under investigation or compulsion" and list as eligible for rehire. Attorney Blair stated we would have to this anyway because that is the truth, she did resign and she is eligible under our rules for rehire. There will also be a letter from her to the City stating that she would not seek to be rehired. Both parties would be denying that they are wrong about what they are saying in the law suit. The settlement agreement would be placed in her personnel record.

Mayor Wolf asked why would the City need a letter from her stating she would not seek rehire. Attorney responded that it is just for the City's protection. Ms. Brannen is the one that offered to do this and she feels that it is an added benefit to the City.

Commissioner Allen asked if Attorney Blair agreed with the insurance Company. Attorney Blair responded yes and the Commission should be aware that the Insurance company is paying all the money also. Attorney Blair also informed them that the insurance company is who ran the mediation meeting. Attorney Blair stated that the insurance company has the ability to make settlements without bringing it to the Commission because they are the one paying. The only reason this is before the commission is because of the extra thing we are being asked.

Attorney Blair informed the commission that Commissioner Strickland had stated that he didn't believe the commission was aware of this law suit all this time and he has asked that she provide an update every few months to let them know what is going on in the courts. She has to be careful what is put in a public record because when the law suit is over it becomes public.

Motion by Commissioner Strickland with a second by Commissioner Bivins to accept the recommendation of the insurance company and accept the settlement agreement proposed between the City of Wildwood and Cathy Brannen. Motion carried. Strickland, Bivins, Allen and Wolf-yea;(4-0) (Don Clark Declared a conflict due to him being a party to the original suit and did not vote.)

Commissioner Strickland voiced for the record that he is not happy having to make this determination on the short notification that he had and asked that either through the City Manager or the City Attorney that Commissioners be informed of on-going law suits that involve the City.

Commissioner Allen asked about whether an executive session that would not be a public hearing, could be held on this type matter in order to Find out in more detail what is going on. Attorney Blair responded yes, it can, but you would only be able to discuss very limited things and then that becomes a public record too after the case is over with. There are certain things in a law suit that are better left off the record. Attorney Blair again stated that the insurance company is paying everything. Mayor Wolf noted that if the City was involved in money discussions then something like an executive session would be appropriate.

c. City Clerk  
NONE

d. Commission Members

Commissioner Strickland asked Chief Reeser about the community meeting scheduled for Wednesday as to if he had sent out invitations to any specific Commissioner or not. He couldn't remember whether they had agreed to attend on a rotating basis or not, but he would like to attend. Chief Reeser just reminded him that it had been mentioned that if two or more Commissioner's showed up at the same meeting they could not talk about certain issues and he has been sending out a blanket invitation to all Commissioners.

Mayor Wolf stressed for the public works and/or police department, whichever is responsible for working to get the street lights back on that we get the pole numbers and whatever information is needed to Progress Energy to make sure as many lights

are lit as possible. Chief Reeser reported that this has been done. The whole city has been gone over in reference to street lights and there is area that has been put on the WEB site for the citizens to report outages to the City.

Commissioner Strickland referenced the memo from Attorney Blair in regards to CR 139. He states he interprets the memo to say that the City could have a say in The naming of the road because the statues don't specifically say we don't have a say. Attorney Blair commented in other cities, the City has named roads inside of their jurisdiction different from the County and/or State. Our jurisdiction for this road would be where the City owns both sides of the road.

Commissioner Strickland asked if there was any thing in the JPA that would reference this concern. Attorney Blair stated that the JPA addresses maintenance and police jurisdiction and those are defined by where if there is a segment where 50% or more of the road frontage has been annexed, the whole segment goes in. She does not think that definition can be used for this instance.

Commissioner Strickland clarified in reference to his concern about the JPA that there was nothing in it that would give the County a reason to back out of the maintenance of the road if indeed the City decided to adhere to the memo and name CR 139 as the City so desires. Attorney Blair responded that either party can back out of the JPA agreement if they wish to do so. City Manager Smith indicated that there is nothing in the agreement that states anything about naming of roadways. That roadway is considered a significant regional corridor which means that we would never be required to be maintaining it. City Manager Smith states that the only portion that is annexed in on both sides is the portion that we donated for the CR 139 widening. Mayor Wolf commented that would be from the vicinity of Broken Oak and the part of Pinellas Plaza all the way down in front of the Community Center.

Mayor Wolf commented that he has seen two roadway names posted for the same road in other cities.

Mayor Wolf and Commissioner Strickland referenced an upcoming joint meeting with the County in reference to the JPA, as being the opportune time to let the County know the Cities feelings about recent events and lack of communication and also bring the Attorney Blair's letter to the meeting.

Mayor Wolf commented that the memo from Attorney Blair in reference to CR 139 should be corrected to reflect the Commission's position. Mayor Wolf stated he does not feel that the Cities position was ever that CR 139 be named Powell Road/CR/139, but Pony Farm Road/CR139. Attorney Blair stated she will correct the memo and send it back out if it is to be presented to the County.

e. Public Forum (10 minute time limit)

Mrs. Gloria Rankin, Mrs. Shanda Barnes and Mrs. Lori Ranking appeared before the Commission expressing excitement about the progress being seen in Wildwood and expressed the desire to be a part of that progress by presenting an idea before the Commission for consideration and support. That idea is to start what is called "Girl's Night out" in Wildwood. This concept has been very successful in other cities

and the merchants that she has spoken with are positive to the concept. Our city is a little different in

that all of our merchants are not situated on a city square and are more spread out. They would like to know (#1), if the City would go along with something like that idea which the merchants that are apart of it would stay open late one night a month, with their own specials or whatever they want to do for that night,

and (#2), what would it entail to use the County's subsidized transportation bus to just make sweeps through the City that particular night in all directions, making frequent stops. The idea is that the citizens could park their cars with the understanding that every so many minutes the bus would be by to transport them over the city. They are asking Wildwood because they know Wildwood pays taxes. (#3) They would also like to start a very selective group of vendors that would be able to set up in the City Hall park area in front of City Hall, with of course, very close monitoring. They believe the concept could grow into something good for Wildwood.

City Manager informed the Commission and the Group that he will be glad to sit down with them and work out the logistics of what exactly "Girl's Night Out" is and see if The City can be of assistance by providing the area, making sure that it would be cost neutral, and also help the group coordinate with County Transit because the City has no control over that operation. City Manager Smith recommended that the Commission allow him to sit down with the group and gather all the facts for the Commission before they make a decision, wherein he would look at police involvement, Chamber of Commerce involvement, traffic patterns and the like. Mrs. Rankin stated this is just what she wanted.

\*\*\*\*\*

Mr. Robert Hannah appeared before the Commission. Mr. Hannah expressed words of thanks to the Commission for enabling some type of recreation over the summer for the kids.

Mr. Hannah reported that in his Church congregation, fliers had been passed out asking for volunteers to work with the City to make sure that the upkeep of the School gym is done and to help provide the safety of all the kids and just by making sure everything runs smoothly. They have an interest in helping the kids to excel as best they can. Mr. Hannah reports that Pastor Tony Jones has assured him that he has dedicated volunteers ready to take a part also.

Mayor Wolf cautioned Mr. Hannah to make sure anything that he does is approved by the City Manager and goes through Jason Hargrove, the Director.

Work Force Shuttle- Mr. Hannah expressed concern to the Commission that when this was implemented it was for all citizens and not just one ethnic group. He hasn't seen very many people from the East side of town at the Work Shuttle van and he is gravely concerned. Fliers are in the process of being prepared now pertaining the availability of the Work Force Van to be distributed on the East side, and he wants to know what the legalities, (such as any fees, fines, or permits ) are if there are any to be able to do so. Mayor Wolf again informed Mr. Hannah that he needs to coordinate what he is proposing through the City Manager and/or Jason Hargrove.

City Manager Smith responded that he would have the Work Force Shuttle information posted on the City's WEB site as Well and also on the front and back doors of City Hall, and that since Mr. Hannah is not selling anything he doesn't think there is anything about solicitation and just handing the fliers out. City Manager

Smith asked Mr. Hannah to come and meet with him on the matter. Mr. Hannah reported that the Shuttle is available on the 4<sup>th</sup> Tuesday of every month.

Mr. Hannah informed the Commission that he visited out at MLK Park on yesterday and presented the Commission a bag with glass that he picked up in the infield.

He Reports that there is glass, literally, all over the feel. He expressed the concern that something needs to be done about the amount of glass that is in the entire park area to make it a much safer environment. City Manager Smith stated he will have the prison work crew go over the area and pick up as much glass as they can see. some times after a rain, the glass washes up, and he will make sure that Jason has someone checking out the glass concern on a weekly basis.

Commissioner Allen stated the area use to be an old dump and that glass will be popping up all the time. There is a need for some type regular schedule concerning the glass situation. City Manager reported that about a foot of ground was removed and replaced with good dirt, then grassed over the infield and outfield areas. The problem may be stemming from the outskirts of the outfield.

Mr. Hannah asked the City Manager if he had received the applications for volunteers to the Recreation Committee. City Manager reports yes. He had been waiting to get enough volunteers for all boards before coming back to the Commission, but Parks and Recreation at this time is the only Board that he has enough volunteers and he will bring it back for authorization.

Mayor Wolf asked about the depth of clay, expressing additional concern about clay coming to the surface.

- f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED:

a. MINUTES:

- 1. Minutes of Regular Meeting held on May 10th, 2010 (Attachments – Staff recommends approval)

Motion by Commissioner Allen, second by Commissioner Strickland that the minutes of May 10<sup>th</sup>, 2010 are accepted as presented. Motion carried. All voting Yea.

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE):

1. Ordinance NO. O2010-10, an ordinance clarifying issues when a developer uses more ERC's than initially requested.(Attachments- Staff recommends approval.)

Ordinance O2010-10 read by Mayor Wolf, by Title only on First Reading only-  
NO Action Taken

c. RESOLUTIONS FOR APPROVAL:

1. Resolution NO. R2010-16, is a resolution providing for the increases to the water and wastewater user charge ordinance and facility availability base rates. (attachment- staff recommends approval)

Attorney Blair passed out a revised version of Resolution NO. R2010-16 Indicating the only changes are to clarify in sections 4,5 and 6 the inside And outside City rates a little better and making the 25% outside Surcharge a little more clearer.

Motion by Commissioner Allen, second by Commissioner Strickland to Adopt Resolution NO. R2010-16, A resolution of the City of Wildwood, Florida, providing for increases to the Water and Wastewater user charge Ordinance and facility availability base rates; providing for an effective Date. Motion carried. All voting yea.

City Manager Smith informed the Commission, press, and audience that the increase would be effective as of October 1, 2010 and that notice will be sent to every utility customer Mayor Wolf noted that our increase is Based on the CPI and the increase will be 2.1%

2. Resolution NO. R2010-17, a resolution requesting the commitment of Funds to match a WRWSA grant (when/if approved) (attachments- Staff recommends approval.)

Motion by Commissioner Allen, second by Commissioner Strickland to adopt Resolution no. R2010-17, a resolution of the City of Wildwood proposing the commitment of City Funds to coincide with the anticipated Water Supply Grant funding by the Withlacoochee Regional Water Supply Authority (WRWSA) for the construction of two lower aquifer wells at Champagne Farms, replacing the State Road 44 West well site, be adopted. Motion carried. All voting yea.

Ronald Allen informed the Commission that WRWSA has a limit of \$50,000 for funding and requires the passage of this resolution. We are already funding over the amount required so we will actually be recouping some of the expenses incurred. City Manager states we had already planned on spending the match amount anyway.

The visibility of the wells from I-75 was mentioned. Ronald Allen responded yes they will be very visible to everybody.

Commissioner Allen informed the Commission of the Concern that WRPC has regarding the differences in the regulations governing Cities and those affecting the varying Water suppliers in the different Water Districts. Cities seemed to be limited but Water Supply authorities seem to be able to do what they please. And that the Water models are completely different. Another concern is Progress Energy and the amount of water they will be pulling from the aquifer.

d. APPOINTMENTS:

1. None

e. CONTRACTS AND AGREEMENTS:

1. State Highway Lighting Maintenance & Compensation Agreement  
(Attachments- staff recommends approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to Approve execution of the State Highway Lighting Maintenance & Compliance Agreement Work Order (FY 10/11). Motion carried. All voting yea.

f. FINANCIAL:

1. Bills for Approval (Attachment – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Bivins to pay the bills. Motion carried. All voting yea.

g. GENERAL ITEMS FOR CONSIDERATION:

1. Request to schedule a special workshop meeting for the purpose of discussing the consolidation of Building Services (Attachments include calendar for June-Board Option)

City Manager Smith recommended June 7<sup>th</sup> as the date for the meeting.

Motion by Commissioner Allen, second by Commissioner Bivins that a Special meeting is set for June 7, 2010, at 5:30 P.M. for the purpose of discussing the consolidation of Building Services to the County. Motion carried. All voting yea.

CM Smith reported that he has changed his vacation to be able to attend the awards ceremony at DCA. He will begin his vacation on June 29<sup>th</sup> after the budget session.

2. Request for Refuse proposition workshop (can be combined with the Building Services discussion workshop)(Attachments – Board Option)

By common consent of the Commission Refuse proposition workshop is Set for the June 7<sup>th</sup> special Meeting also.

3. Request for City Manager to draft letter to SCBOCC regarding enhanced Landscaping on Powell Road (Attachment- staff recommends approval.)

By Common consent of the Commission, City Manager Smith is authorized to write a letter to the Sumter County Board of County Commissioners regarding the City's desire to see enhanced landscaping on Powell Road.

City Manager reported that we have come up with a way to provide reuse water at a really low cost and this may open up the door for discussions for them to provide Florida friendly landscaping to match somewhat 466A or 466 because it is an entrance feature to the City, the Sumter County Extension Office and to the Villages.

4. Establish policy regarding exclusive rental of community facilities.(attachment)

City Manager Smith stated he brought this to the Commission do to the fact that BW City Ministries is requesting to continue their services at the MLK Community Outreach Center and with lease agreements he needs to be consistent with all parties. With the Senior Service Center and with the Huey Street Library building, the occupants pay for all utilities. Currently BW City Ministries do not pay for any utilities and he would like for direction as far as consistency and policy to either require all to pay their own utilities when leasing City buildings exclusively(meaning that no one else uses the building) or the City pay utilities for parties.

Commissioner Allen asked if the building is being used for the benefit of the citizens should not the City take care of the utilities or if the building is being used as a benefit to any specific organization that is different. City Manager pointed out that the other facilities are also providing a community service to our citizens, but they are paying for their own utilities.

Mayor Wolf noted that we have to be careful about having exclusive use of any of our buildings because the tax payers may have a problem with who is benefiting.

Commissioner Strickland commented that he would not support for the City to pay utilities whenever there is an exclusive use of the building.

City Manager Smith recommended that the Commission make a decision to be consistent and require that for all exclusive leases of City owned facilities pay their own utilities and the City maintain the structure.



Motion by Commissioner Strickland, second by Commissioner Bivins to Make it uniform that in any exclusive lease of a City Building, the occupants will have to pay their own utilities. Motion carried. All voting yea.

5. Special Event request for use of Millennium Park (attachments-staff recommends approval)

Attachments were referenced of the event. The group is asking for reservation of the millennium Park grounds.

Motion by Commissioner Clark, second by Commissioner Strickland that use of the Millennium Park grounds by Tri-County Tea Party Florida, for a Happy Birthday USA event, is approved for July 3, 2010, from 11:00 A.M. until 4:00 P.M. Motion carried. All voting yea.

4. ADJOURN:

Motion by Commissioner Allen, second by Commissioner Strickland that the meeting adjourn. Motion carried. All voting yea.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

BY: \_\_\_\_\_  
Ed Wolf, Mayor

## ORDINANCE #2010-11

**AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, COUNTY OF SUMTER, STATE OF FLORIDA;; RESCINDING ORDINANCE #2010-04; RECLASSIFYING THE ZONING FROM COUNTY RPUD TO CITY PLANNED UNIT DEVELOPMENT FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA OWNED BY PARKWOOD SUMTER PROPERTIES, INC.; PROVIDING FOR THE TERMS AND CONDITIONS OF THE PLANNED UNIT DEVELOPMENT; PROVING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP; ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Wildwood, FL, annexed the PUD property described below on September 25, 2007. At the time of annexation, the future land use was County High Density Residential and the zoning was County RPUD. Per the City's Land Development Regulations, upon annexation, the County land use and zoning remain applicable until such time as the City amends its comprehensive plan to change the future land use to a City designation and amends the zoning;

WHEREAS, the City of Wildwood, FL agreed to the terms of the Sumter County approved PUD establishing density, lot configurations, amenities and property design;

WHEREAS, the construction plans for "Parkwood Village" dated 11/19/2007 along with a memorandum of agreement between Sumter County and Parkwood Sumter, LLC currently govern the PUD property;

WHEREAS, the developer has requested an amendment to the PUD zoning to allow for a zero lot line setback on all lots whose rear property line is adjacent to the 100' buffer or a dry retention area, with no rear or abutting home, a zero lot line set back on all lots whose rear property line is adjacent to any area not containing a buildable lot or abutting home and a 10' set back from the road Right-of-Way for those lots located on NE 123<sup>rd</sup> Trail. (Lots specifically listed in Section c. – Residential);

WHEREAS, the City of Wildwood requires a PUD Ordinance to specify terms and conditions of the PUD zoning.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

**Section 1: Property Description and Zoning Classification.**

- a. The following described property, owned by Parkwood Sumter Properties, Inc., is located in the City of Wildwood, Florida:

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING ALL OF THE NW ¼ OF THE SW ¼ OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, TOGETHER WITH ALL OF THE NE ¼ OF THE SE ¼ OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST. SAID LANDS LYING IN SUMTER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 89°32'22" WEST ALONG THE NORTH LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1324.68 FEET TO THE NORTHEAST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 89°32'42" WEST ALONG THE NORTH LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1337.48 FEET TO THE NORTHWEST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 00°20'46" WEST ALONG THE WEST LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1323.66 FEET TO THE SOUTHWEST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°30'54" EAST ALONG THE SOUTH LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1336.63 FEET TO THE SOUTHWEST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°28'04" EAST ALONG THE SOUTH LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1325.21 FEET TO THE SOUTHEAST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 00°21'37" EAST ALONG THE EAST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1326.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,526,072 SQUARE FEET (80.9475 ACRES) MORE OR LESS, INCLUDING RIGHT-OF-WAY.

- b. The above-described property shall be referred to in this ordinance as the PUD property.

## Section 2:

PUD property is subject to the following terms and conditions:

a. General

1. Development of this project shall be governed by the contents of this ordinance and applicable sections of the City of Wildwood Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.
2. Where in conflict, the terms of this ordinance shall take precedence over the City of Wildwood Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.
3. Unless otherwise noted, the definition of all terms shall be the same as the definitions set forth in the City of Wildwood Land Development Regulations.
4. The purpose of this PUD is to:
  - i. Create an attractive and high-quality environment which is compatible with the scale and character of the local environment;
  - ii. Protect and enhance the environment, and promote sustainable development principles;
  - iii. Develop a residential area that is safe, comfortable and attractive to pedestrians;
  - viii. Maximize open space in the development.

b. Land Uses

The Planned Unit Development is residential in nature and elements in the plan include single family residential, clubhouse pool area and open space areas. The proposed conceptual plan is attached hereto as exhibit "A".

Total Project:	80.947 acres
Residential:	48.485 acres
Amenities/Recreation	4.950 acres

Open Space:	26.447 acres	Exceeds 25% minimum
Dedicated ROW	1.065 acres	

Non-substantial deviations from the acreages shall be allowed provided there is no increase in density or intensity.

The residential component of the development consists of 378 single family residential units on approximately 48.5 acres. The maximum density shall be 6 units per acre. The project may contain a mix of residential uses.

#### Single Family Lot Set-Backs

Front – 25 feet  
Side – 10 feet  
Side – zero lot line  
Rear – 10 feet with the exception of properties listed below

Zero lot line set back shall apply on all lots whose rear property line is adjacent to the 100' buffer or a dry retention area, with no rear or abutting home, more specifically:

Lots 1-18  
Lots 27  
Lots 35-37  
Lots 45  
Lots 57-59  
Lots 76-83, 89  
Lots 142-197  
Lots 203-218  
Lots 245-252  
Lots 256-261  
Lots 264-268  
Lots 284-326

Zero lot line set back on all lots whose rear property line is adjacent to any area not containing a buildable lot or abutting home, more specifically:

Lots 19-24  
Lots 50-53  
Lots 219-235  
Lot 348  
Lots 367-368  
Lots 376-378

The zero rear lot line on the above listed lots, shall apply only to accessory structures. On lots with an approved zero rear lot line for accessory structures, the set back from the house shall be a minimum of 5 feet.

A 15' set back from the road Right-of-Way for those lots located on NE 123<sup>rd</sup> Trail, more specifically:

Lots 25-26  
Lots 73-75  
Lots 198-202  
Lots 236-244  
Lots 271-278  
Lots 327-333

A 5' rear set back from structure and/or accessory structures along those lots abutting the clubhouse area, more specifically:

Lots 279-283

Maximum Building Height: 3 stories or 35 feet, unless jointly approved by the Sumter County Fire Department and the City Commission.

c. Recreation

1. The project shall contain a clubhouse, pool, picnic pavilions, sporting areas and playground area.
2. The minimum allocation of open space areas shall be the following 25% of the gross project site or 20.24 acres.

The open space system shall be provided and calculated as specified in the plans originally approved by Sumter County and may include, but not be limited to, project buffer areas, recreation area, landscaped areas, and portions of storm water management system. The open space shall be interconnected wherever possible to provide a continuous network within and adjoining the site.

d. Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common and residential areas within the Project shall be the responsibility of the property owner, at no cost or obligation to the City. Guidelines shall be agreed upon by the developer and the City of Wildwood. Should the landlord/property owner/developer fail to timely perform these requirements, the City has the right, but not the obligation, to enforce these requirements on the landlord/property owner/developer and be reimbursed for reasonable attorney's

fees, costs and expenses. . A failure by the City to enforce this right shall not constitute a waiver.

e. Enforcement of Rules and Regulations

The developer/owner shall develop and provide rules and regulations which shall be binding and enforceable upon all tenants. Such rules and regulations shall be satisfactory to the City of Wildwood or its designated agent prior to permits being issued for construction of the improvements. If the property owner/landlord fails to enforce the rules and regulations, then the City of Wildwood shall have the right, but not the obligation, to enforce such rules and regulations upon the developer or landlord and the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed. . A failure by the City to enforce this right shall not constitute a waiver.

f. Amendments

Any substantial deviation from the terms of this Ordinance, shall be approved by the City Commission in accordance with the legal procedures to amend zoning ordinances.

**Section 3: Consistent with Comprehensive Plan.**

The zoning shall be consistent with City's Comprehensive Plan.

**Section 4: Official Zoning Map.**

The Development Services Director, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Wildwood, Florida, to include said designation.

**Section 5: Severability.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 6: Conflict.**

With regard to the PUD property, this ordinance shall prevail if there is a conflict with any other ordinance. However, to the extent there is no conflict, all other ordinances are applicable to the PUD property.

**Section 7: Effective Date.**

This Ordinance shall become effective upon the approval of the City's 2035 Comprehensive Plan.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
ED WOLF, MAYOR

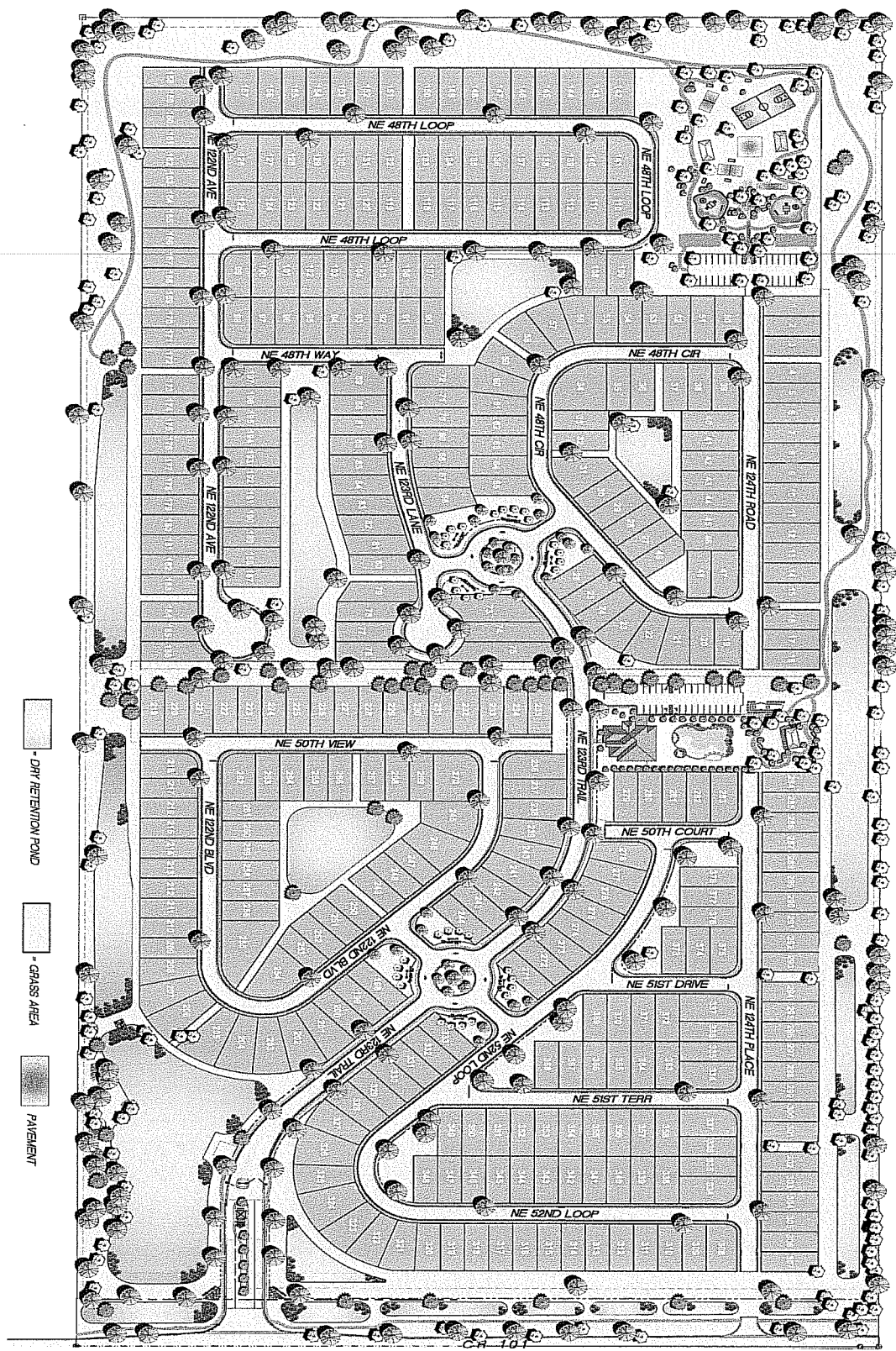
First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

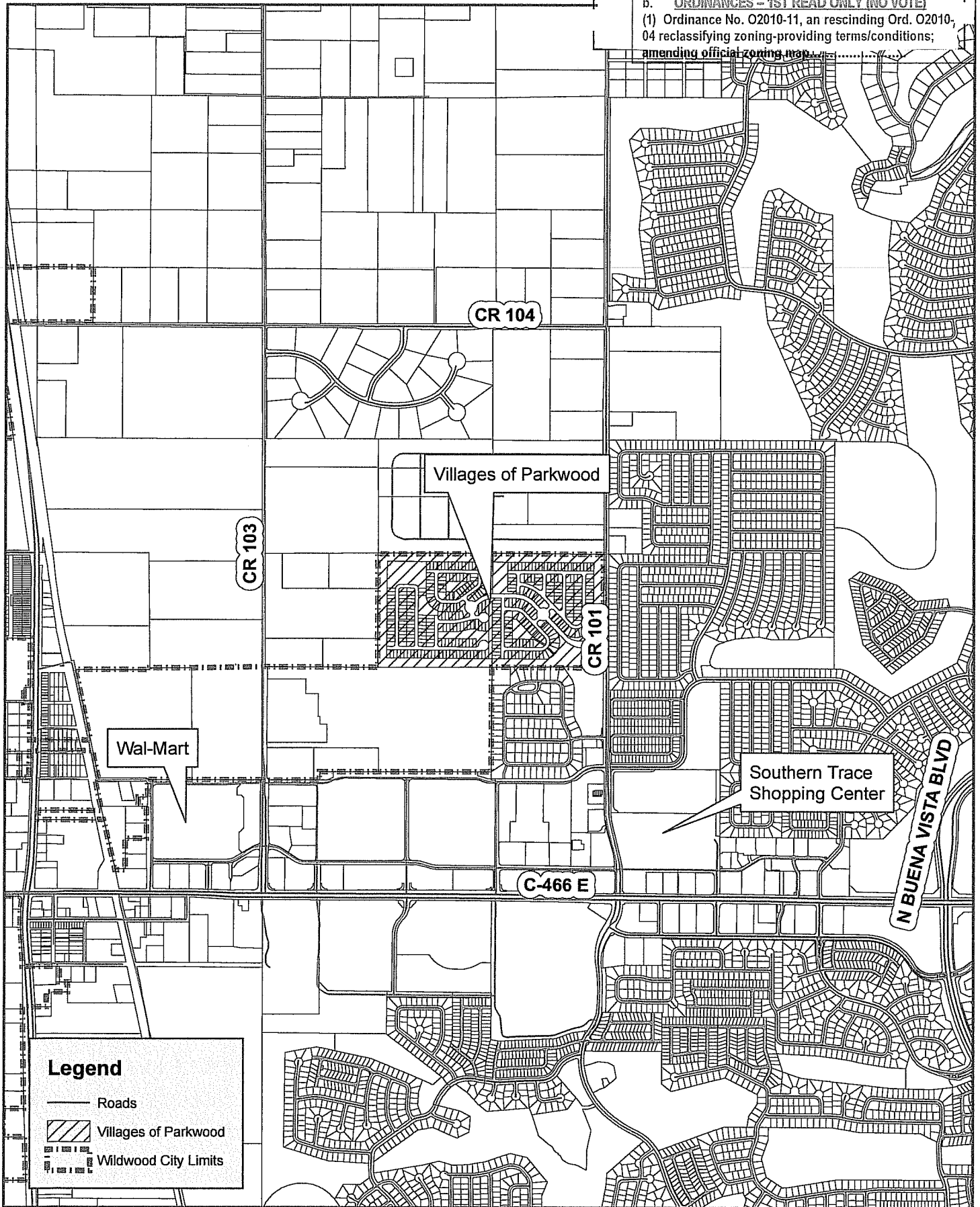
Approved as to Form:

\_\_\_\_\_  
Jerri A. Blair, City Attorney





3. NEW BUSINESS – ACTION REQUIRED  
b. ORDINANCES – 1ST READ ONLY (NO VOTE)  
(1) Ordinance No. O2010-11, an rescinding Ord. O2010-04 reclassifying zoning-providing terms/conditions; amending official zoning map.....



**Legend**

- Roads
- Villages of Parkwood
- Wildwood City Limits



1 inch = 1,500 feet

City of Wildwood, Florida  
Villages of Parkwood



# P U D MODIFICATION VILLAGES OF PARKWOOD SHOWING REAR LOT SETBACK MODIFICATIONS

FEBRUARY 22, 2010  
REVISED APRIL 26, 2010

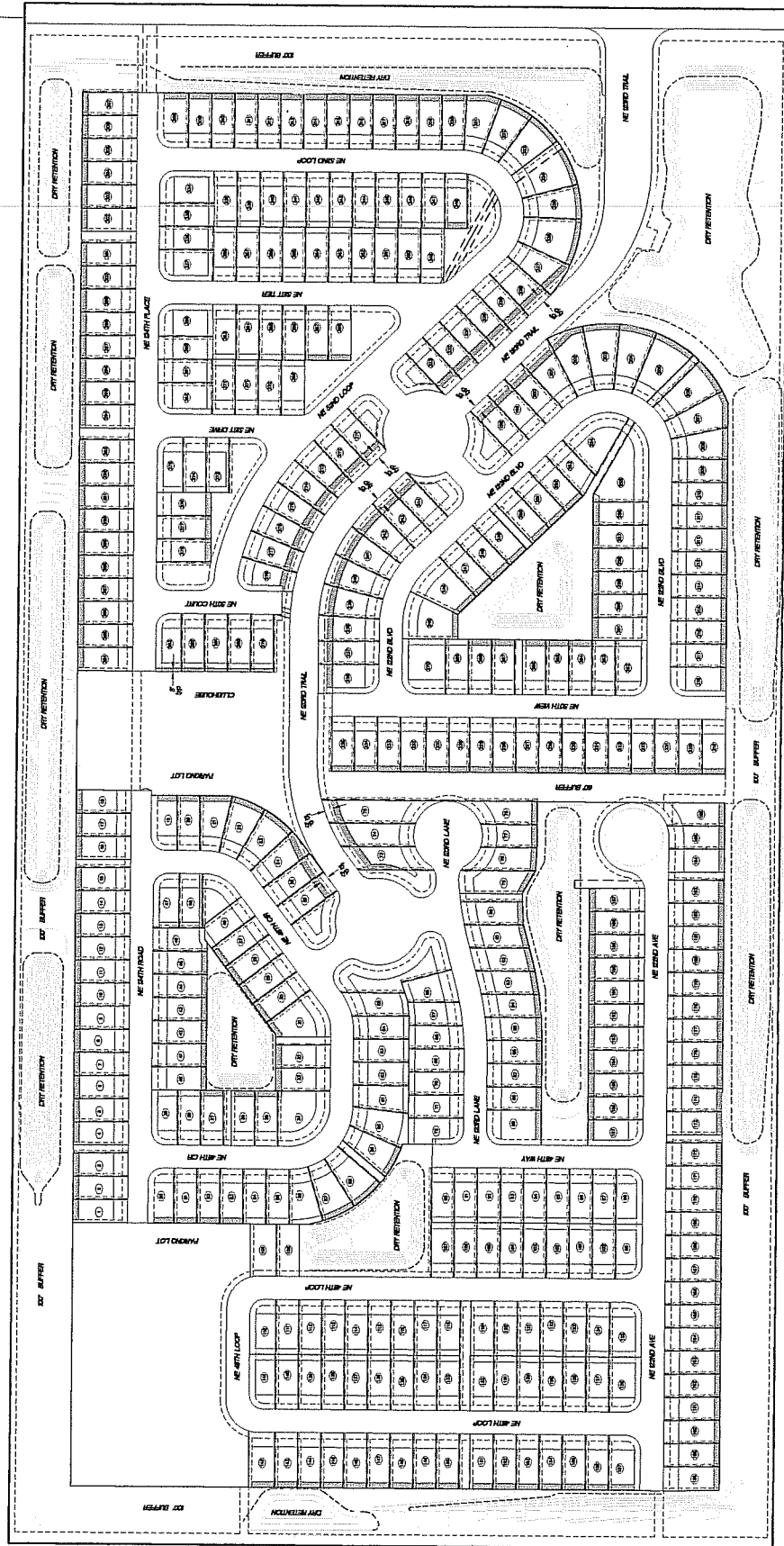
## LEGEND:

- LOTS ADJACENT TO CLUBHOUSE 5' REAR SETBACK
- LOTS ADJACENT TO 100' BUFFER OR DRY RETENTION WITH NO REAR OR ABUTTING HOME
- LOTS ADJACENT TO ROAD RIGHT-OF-WAY (NE 123RD TRAIL) PROPOSED 15' SETBACK FROM ROAD RIGHT-OF-WAY
- EXISTING SETBACK
- EXISTING EASEMENTS
- TOP OF BANK

TYPICAL LOT AREA = 3,800 SQ. F.T.  
TYPICAL DRIVEWAY AREA = 50 SQ. F.T.  
TYPICAL NEW BUILDABLE AREA = 1,970 SQ. F.T.  
OPEN SPACE LANDSCAPE AREA = 1,830 SQ. F.T.  
PERVIOUS AREA = 2,480 SQ. F.T. 65.0%  
IMPERVIOUS AREA = 1,320 SQ. F.T. 35.0%

- LANDSCAPE AREA
- CONCRETE DRIVE & WALK
- PROPOSED HOUSE
- NEW SETBACK AREA
- NEW BUILDABLE AREA
- EXISTING EASEMENTS
- EXISTING SETBACKS

TYPICAL LOT CONFIGURATION:  
(NOT TO SCALE)



SCALE: 1 INCH = 70 FEET

3. NEW BUSINESS - ACTION REQUIRED  
b. ORDINANCES - 1ST READ ONLY (NO VOTE)  
(1) Ordinance No. O2010-11, an rescinding Ord. O2010-04 reclassifying zoning-providing terms/conditions: amending official zoning map.....



3. **NEW BUSINESS – ACTION REQUIRED**  
d. Appointments  
(1) Commission appointment of a voting delegate for the  
FL. League of Cities Annual Conference

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-4684 • (850) 701-732-3806 • www.flcities.com



TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 25, 2010

SUBJECT: 84th Annual FLC Conference – *Creating Community in Tough Times*  
VOTING DELEGATE AND RESOLUTION INFORMATION  
August 19-21, 2010 – Westin Diplomat Resort, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Westin Diplomat Resort in Hollywood, Florida on August 19-21. This year we are celebrating *Creating Community in Tough Times* which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2009.

Registration materials have already been sent to each municipality. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 13, 2010.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than July 30, 2010.**

Attachments: Form Designating Voting Delegate  
Procedures for Submitting Conference Resolution

President **John Marks**, Mayor, Tallahassee

First Vice President **Joy Cooper**, Mayor, Hallandale Beach • Second Vice President **Patricia J. Bates**, Mayor, Altamonte Springs

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**84th Annual Conference**  
**Florida League of Cities, Inc.**  
**August 19-21, 2010**  
**Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Or Fax to Gail Dennard at (850) 222-3806

**Procedures for Submitting Resolutions**  
**Florida League of Cities' 84th Annual Conference**  
**Westin Diplomat Resort**  
**Hollywood, Florida**  
**August 19-21, 2010**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 13, 2010, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

## **Important Dates**

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### **May 28, 2010**

Notice to Local and Regional League Presidents and Municipal Associations  
regarding the Resolutions Committee

### **June 18**

Appointment of Resolutions Committee Members

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### **July 13**

Deadline for Submitting Resolutions to the League office

### **August 19**

League Standing Council Meetings  
Resolutions Committee Meeting  
Voting Delegates Registration

### **August 21**

Immediately Following Breakfast – Pick Up Voting Delegate Credentials  
Followed by Annual Business Session

## **CITIZENS ADVISORY TASK FORCE**

### *New Applicants:*

- Kenneth Chase – City Resident
- Cynthia Brunette – City Resident
- Gwen Lewis-Brown – City Resident

## **PARKS & RECREATION BOARD**

### *Current Members Requesting Re-appointment:*

- Terry Mapp – City Resident
- Tony Jones – County Resident
- Chris Maggio – City Resident
- Bob Bernstein – County Resident
- Pamala Bivins – City Resident
- Joe Foster – County Resident

### *New Applicants:*

- Gwen Lewis-Brown – City Resident
- Kenneth Chase – City Resident
- Raymond Rauschenberg – City Resident
- Ronald McMahon – County Resident
- Robert Hannah – City Resident

## **TREE / BEAUTIFICATION BOARD**

*Note: This replaces the Wildwood Improvement Committee/Tree Board. There is only one member remaining on the Improvement Committee and she does not want to serve any longer.*

### *New Applicants:*

- Kenneth Chase - City Resident
- Richard Busche – Lake County Resident (Kimley-Horn & Assoc.)
- Dawn Cary – County Resident
- Michael Pape – County Resident

## **GREENWOOD CEMETERY BOARD**

### *Current Members Requesting Re-appointment:*

- Juanita Jones – County Resident
- Jane Driver – County Resident
- Max Stumborg – County Resident

### *New Applicants:*

- Susan Hooper – City Resident

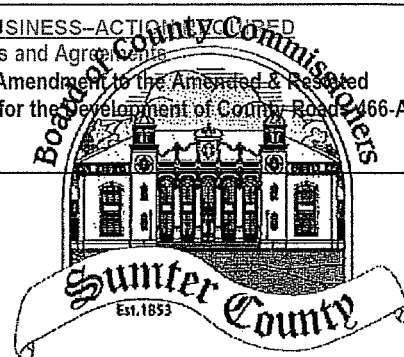


# Board of County Commissioners

## Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207  
Website <http://sumtercountyfl.gov>

3. NEW BUSINESS-ACTION REQUIRED  
a. Contracts and Agreements  
1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139



June 11, 2010

Mr. Robert Smith  
City Manager  
City of Wildwood  
100 N. Main Street  
Wildwood, FL 34785

RE: A. City Approval of the Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139  
B. Response to the Mayor's Letter Dated May 25, 2010 requesting median landscaping

Dear Robert,

In conjunction with the Sumter County Board of County Commissioners (BOCC) approval of the request presented by the Mayor in his letter dated May 25, 2010 to add non-irrigated "Florida Friendly" landscaping to the medians of C466-A and Powell Road (formerly CR139), the BOCC approved the 2<sup>nd</sup> amendment to the amended and restated agreement for the development of County Roads 466-A, 462, and 139.

The request is for the Wildwood City Commission to approve the 2<sup>nd</sup> amendment as attached. The amendment reflects the change to the BOCC adopted consumption based road impact fee ordinance effective after the execution of the 1<sup>st</sup> amendment and resolves any conflicts between the two.

I intend to be present to address any questions regarding this agreement

Sincerely,

Bradley Arnold  
County Administrator

XC: Honorable Sumter County Board of County Commissioners

Richard "Dick" Hoffman, Dist 1  
(352) 753-1592 or 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Doug Gilpin, Dist 2  
Chairman  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Don Burgess, Dist 3  
Vice Chairman  
(352) 753-1592 or 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Garry Breeden, Dist 4  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513

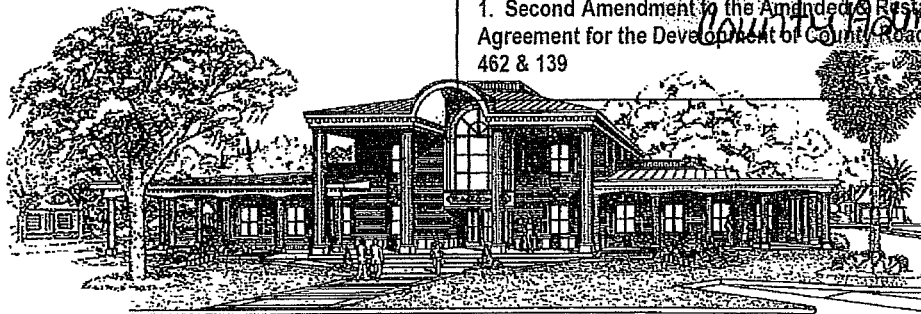
Randy Mask, Dist 5  
2<sup>nd</sup> Vice Chairman  
Office: (352) 793-0200  
Home: (352) 793-3930  
910 N. Main Street  
Bushnell, FL 33513

Bradley S. Arnold,  
County Administrator  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513-6146

Gloria R. Hayward, Clerk & Auditor  
(352) 793-0215  
209 North Florida Street  
Bushnell, FL 33513

County Attorney  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605

*City of  
Wildwood,  
Florida*



City Hall

**3. NEW BUSINESS ACTION REQUIRED**

- e. Contracts and Agreements  
1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139

Area Code: 352  
SUNCOM Prefix: 668  
ZIP Code: 34785

**CITY HALL**

100 N. Main Street  
330-1330 Phone  
330-1338 Fax

**CITY MANAGER**  
Extension 109

**CITY CLERK/FINANCE**  
Extension 100

**PERSONNEL**  
Extension 103  
330-1339 Fax

**CUSTOMER SERVICE**  
(Utility Accounts)  
Extension 130

**BUILDING SERVICES**  
Code/Inspections/Permits  
Extension 131  
330-1334 Fax

**DEVELOPMENT SERVICES**  
Planning/Zoning/Concurrency  
Extension 118  
330-1334 Fax

**TDD**  
Extension 130

**LIBRARY**  
310 Palmer Drive  
748-1158

**COMMUNITY CENTER**  
6500 County Road 139

**POLICE**  
100 E. Huey Street  
330-1355  
330-1358 Fax

**ANIMAL CONTROL**  
**WOOD WASTE**  
601 W. Gulf-Atlantic Hwy.  
330-1345

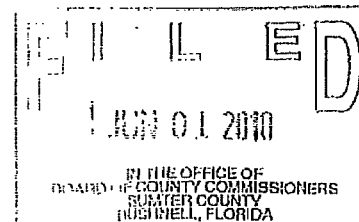
**REFUSE / STREETS**  
410 Grey Street  
330-1343  
330-1353 Fax

**WASTEWATER**  
290 Industrial Drive  
330-1349  
330-1350 Fax

**WATER**  
801 E. Huey Street  
330-1346  
330-1347 Fax

May 25, 2010

Chairman Doug Gilpin  
Sumter County Board of County Commissioners  
910 N. Main Street  
Bushnell, FL 33513



Dear Chairman Gilpin,

As you may already be aware, the newly widened and re-routed CR 139 (Powell Road) from CR 44A to CR 466A was not designed to have landscaped medians. The contract entered into between the Villages and the City of Wildwood relative to CR 139 only included those impacts to the Millennium Park property. In the spirit of intergovernmental coordination, the City donated the property for the re-routing without seeking compensation for the acquired right-of-way.

In recognition of the fact that this newly widened corridor would be a major entrance feature to the Villages, City of Wildwood, and the Sumter County Extension Office, the City of Wildwood Commission would respectfully request that the Sumter County Board of County Commissioners landscape the medians with Florida Friendly vegetation comparable to those medians on CR 466A and CR 466.

Respectfully,

*Ed Wolf*

Ed Wolf  
Mayor  
City of Wildwood

C: City of Wildwood Commission  
Bradley Arnold, County Administrator

Copy To  
Commrs  
Co Atty  
Co Fin  
Other

5

Pub Wks Div  
Bldg & Dev Div  
Admin Div  
Comm Svcs Div

**SECOND AMENDMENT TO THE**  
**AMENDED AND RESTATED**  
**AGREEMENT FOR THE DEVELOPMENT**  
**OF**  
**COUNTY ROADS 466-A, 462 AND 139**

**THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT** ("Second Amendment") is made and entered into this 25 day of May 2010, by and among **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "**Developer**"); **SUMTER COUNTY**, A POLITICAL SUBDIVISION of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called "**County**"); and **CITY OF WILDWOOD**, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "**City**").

**RECITALS**

**WHEREAS**, on or about October 17, 2006 the Developer, the County, and the City entered into an Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139 (hereinafter the "Agreement"), and

**WHEREAS**, on or about February 10, 2009 the Developer, the County, and the City entered into a First Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139 (the "First Amendment"), and;

**WHEREAS**, on or about July 14, 2009, the Sumter County Board of County Commissioners passed Ordinance 2009-14, a Countywide Consumption Based Road Impact Fee Ordinance, and;

**WHEREAS**, Ordinance 2009-14 restructured the application and collection of transportation impact fees in Sumter County, and created, in pertinent part, a single "Sumter County Road Construction District Impact Fee Trust Account", codified in Section 20-39(1) of the Sumter County Code, and;

**WHEREAS**, as a result of Ordinance 2009-14, the existing "Countywide" Road Construction Impact Fee District, the "District 1" Road Construction Impact Fee District, and the "District 2" Road Construction Impact Fee District were obsolete and without beneficial legal effect and have been formally dissolved by the Board of County Commissioners via resolution dated May 25, 2010, and;

**WHEREAS**, at this time, the Developer, the County, and the City desire to enter into this Second Amendment to replace the First Amendment in its entirety, in order to remove all references to the "District 1" Road Impact Fee District from the Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, accepting the above recitals as true and incorporating them as if fully stated herein, the parties agree that certain provisions of the Agreement are hereby amended in the manner stated herein, and that this Second Amendment shall fully replace the First Amendment referenced and defined above.

1. Section 3.c of the Agreement is hereby restated as follows:

3. IMPACT FEE CREDITS.

- c. Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 3.B above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all Sumter County Transportation Impact Fees to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against Sumter County Transportation Impact Fees.

(1) Records. All Sumter County Transportation Impact Fees received by the County shall be available for credit to the Developer, as earned through the formula described herein and subject to the limitations of Paragraph 3 c above, and also for reimbursement to the Developer to the extent of any funds on deposit in the Sumter County's Road Construction Impact Fee Trust Account and Sumter County shall not be obligated to reimburse the Developer from any other source other than the Road Construction Impact Fee Trust Account. The Developer may apply for a credit and/or reimbursement from the Road Construction Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit and/or reimbursement shall be available to the Developer upon inspection, approval and acceptance by the County. During construction, such impact fee credit and reimbursement shall accrue and be paid to the Developer in an amount equal to 90% of the cost of each portion of the Project completed. Upon completion of the Project, 100% of the cost associated with the Project shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by FDOT and Sumter County. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost of the Off-Site Improvements to be constructed. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.

2. Section 3.D of the Agreement is hereby restated as follows:

D. Assignment of the Impact Fee Credits by the Developer.

The impact fee credits shall be fully transferable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

- (i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

3. Section 3.G of the Agreement is hereby deleted in its entirety.

4. All other terms and provision of the Agreement shall remain the same except as specifically amended herein.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment on the day and year above first written.



ATTEST:

Gloria Hayward, Clerk of the Court

BOARD OF COUNTY  
COMMISSIONERS  
SUMTER COUNTY, FLORIDA

Doug Gilpin, Chairman

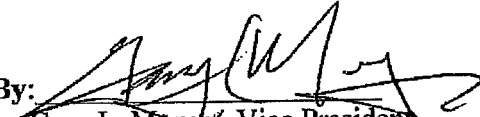
Approved as to  
Legal Sufficiency

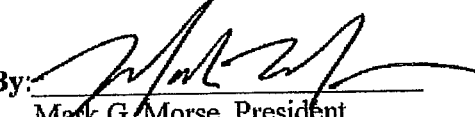
Sumter County Attorney

3. NEW BUSINESS—ACTION REQUIRED  
e. Contracts and Agreements  
1. Second Amendment to the Amended & Restated  
Agreement for the Development of County Roads 466-A,  
462 & 139

**THE VILLAGES OF LAKE-SUMTER, INC.**

**ATTEST:**

By:   
Gary L. Meyers, Vice President

By:   
Mark G. Morse, President

**ATTEST:**

\_\_\_\_\_  
Joseph Jacobs, Clerk

**CITY OF WILDWOOD**

\_\_\_\_\_  
Ed Wolf, Mayor

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED  
AGREEMENT FOR THE DEVELOPMENT  
OF  
COUNTY ROADS 466-A, 462 AND 139**

**THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT** ("First Amendment") is made and entered into this 10 day of February, 2009, by and among **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "**Developer**"); **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called "**County**"); and **CITY OF WILDWOOD**, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "**City**").

**RECITALS**

**WHEREAS**, on October 17, 2006, the Developer, the County, and the City entered into an Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139 (hereinafter the "**Agreement**"), and

**WHEREAS**, at this time, the Developer, the County, and the City desire to enter into this First Amendment to amend certain provisions of the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree that certain provisions of the Agreement are hereby amended.

1. **Section 3.C. of the Agreement is hereby restated as follows:**

3. **IMPACT FEE CREDITS.**

C. Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 3.B. above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all District No.1 Transportation Impact Fees to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against District No.1 Impact Fees.

(1) Records. The Developer may apply for a credit and/or reimbursement from the Road Construction District No. 1 Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant to such ordinance until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to 90% of the cost of the Project completed. Upon completion of the Project, 100% of the cost associated shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes impact fee credits shall be rebated to the Developer to the extent of the Developer's impact fee credit entitlement on a monthly basis. Notwithstanding the fact that the Developer has established an impact fee credit balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits pursuant to Section 3.D. below, within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month's end balance of impact fees paid by the Developer, provided such rebate amount does not exceed the existing credit entitlement available to the Developer. The amount of each monthly rebate shall be deducted from the credit entitlement available to the Developer. The County shall deliver to the Developer monthly reports indicating all activity on the account during the month, and the month end credit balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.



2. Section 3.D. of the Agreement is hereby restated as follows:

D. Assignment of the Impact Fee Credits by the Developer. The impact fee credits shall be fully transferable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

3. Section 3.G. of the Agreement is hereby deleted in its entirety.

4. All other terms and provisions of the Agreement shall remain the same except as specifically amended herein.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment on the day and year above first written.



TEST:

Debra Hayward, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

Garry Breeden, Chairman

Approved as to Form  
and Legal Sufficiency

Sumter County Attorney

3. NEW BUSINESS-ACTION REQUIRED

e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139

ATTEST:

By:

Gary L. Meyer, Vice President

THE VILLAGES OF LAKE-SUMTER, INC.

By:

Mark G. Morse, President

ATTEST:

Joseph Jacobs, Clerk

CITY OF WILDWOOD

Ed Wolf, Mayor

O:\User\TRIVLS\CR466A, 462-139-Sumter Cty-Wildwood Road Agmt OH2801\First Amendment to the Amended and Restated Agreement for the Development of CRs 466A-462-139.wpd/may

Revised: February 10, 2009  
Printed: February 10, 2009

**AMENDED AND RESTATED  
AGREEMENT FOR THE DEVELOPMENT  
OF  
COUNTY ROADS 466-A, 462 AND 139**

**THIS AMENDED AND RESTATED AGREEMENT** ("Agreement") is made and entered into this 17 day of October, 2006, by and between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, doing business at 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "**Developer**"); **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 209 North Florida Street, Bushnell, Florida 33513 (hereinafter called "**County**"); and **CITY OF WILDWOOD**, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "**City**").

**RECITALS**

**WHEREAS**, the County approved Development Orders for the Villages of Sumter, Development of Regional Impact, as amended, and for the Tri-County Villages of Sumter, Development of Regional Impact, as amended (collectively the "Development"), and

**WHEREAS**, previously, the Developer and the County on December 21, 2004, entered into an IMPACT FEE CREDIT AGREEMENT FOR THE DEVELOPMENT OF A PORTION OF COUNTY ROAD 466-A (the "Original CR466-A Agreement"), and

**WHEREAS**, subsequent to the adoption of the Original CR466-A Agreement, the County and the City have entered into an agreement by which the City has agreed that all properties currently within and subsequently annexed into the City shall pay District No. 1 Transportation Impact Fees (the "County/City Agreement"), and

**WHEREAS**, the County/City Agreement provides a partial funding source for certain road improvements to a portion of County Roads 466-A, 462 and 139, contemplated by the Preliminary Master Plan (the "Preliminary Project"), and

**WHEREAS**, on August 9, 2005, the Developer, the County, and the City entered into an AGREEMENT FOR THE DEVELOPMENT OF COUNTY ROADS 466-A, 462 AND 139 (the "Three Party Agreement") for certain road improvements which were a part of the Preliminary Project, as depicted in the preliminary plan attached to the Three Party Agreement as Exhibit "A" (the "Preliminary Master Plan"), and

**WHEREAS**, the Developer, the County, and the City desire to amend the Preliminary Master Plan so that (a) CR139 aligns with the existing median cut on SR44, and (b) there is a greater separation between CR139 and Buena Vista Boulevard, an anticipated four-lane divided road to the east (collectively the “Revised Project”); will result in a better traffic pattern and flow, thereby benefit the citizens of the County and the City, and

**WHEREAS**, a Revised Master Plan setting forth such changes is attached hereto as *Exhibit “A”* (the “Revised Master Plan”), and

**WHEREAS**, the County finds that the Revised Project is consistent with the Comprehensive Plan, acknowledges exclusive control of the existing road right-of-way of the Revised Project, acknowledges that the portion of the Revised Project qualifying for impact fee credit is an integral part of and a necessary accommodation of contemplated Off-Site Improvements to the Designated County Roads and excludes Access Improvements, and the proposed construction and donation time schedule is consistent with the County’s transportation work schedule, and

**WHEREAS**, Acorn Investments, LLC (“Acorn”), as the owner of property through which a portion of CR139 will be constructed, has agreed to dedicate such right-of-way within its property without impact fee credit or any other compensation, and has agreed to enter into this Agreement for the sole purpose of obligating Acorn to dedicate such right-of-way, and

**WHEREAS**, at this time, the County, the City and the Developer desire to enter into this agreement to set forth their duties and obligations for the acquisition and construction of the Revised Project, and the impact fee credits and/or reimbursement to which the Developer will be entitled, now therefore,

**IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by the parties and the mutual terms, covenants and conditions to be complied with on the part of the parties hereto, the parties do hereby agree that this agreement amends and restates the parties rights and obligations as set forth in the Three Party Agreement by restating the Three Party Agreement in its entirety as follows:

1. **THE REVISED PROJECT.** The Revised Project involves the widening and repaving of those portions of County Roads 466-A, 462 and 139 as depicted in the Revised Master Plan attached hereto as *Exhibit “A”*. The Revised Project shall include, but not necessarily be limited to the design, permitting and construction of a 4-lane roadway and appropriate turn lanes on CR466-A; the design, permitting and construction of roadway improvements and appropriate turn lanes on both County Roads 462 and 139; and the intersection improvements of such roadways as well as the intersection of such roadways with CR44-A, and the intersection of CR462 at US Highway 301 (SR35); including the installation of certain stormwater, sewer collection and retention systems and signalization. The Revised Project may be constructed in segments. The parties anticipate that one segment will involve improvements to the existing two-lane roadway of CR462 within its existing right-of-way. Another segment will be the acquisition of sufficient land for a

four-lane divided right-of-way for CR139, with the contemporary agreement on the development of County Roads 466-A, two-lane roadway and a possible segment being the constructed of an additional two lanes when traffic flow warrants such expansion. The final engineering Construction Documents for each segment shall identify the Access Improvements not entitled to impact fee credits.

By amendments to this Agreement, in accordance with Section 8, additional road improvements may be brought within the scope of this Agreement.

## 2. DEVELOPER RESPONSIBILITIES.

### A. Road Way Design.

(1) **County Road 139.** The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Revised Project in accordance with all applicable regulations. The engineering Construction Documents may be prepared and submitted to the County in segments. As the final engineering Construction Documents for the construction of each segment are prepared, they shall be submitted to the County, the City, and Acorn in segments. The County's Director of Public Works shall have thirty (30) days from the submittal of the final engineering Construction Documents for each segment to approve or disapprove in writing such documents. If the County's Director of Public Works determines that the engineering final Construction Documents for any segment are not in compliance with applicable regulations, then the County's Director of Public Works disapproval shall specifically state those portions of such segment documents not in compliance. The County's Director of Public Works may also submit written suggestions and recommendations to Developer based on his review of construction documents and the Revised Project shall be designed and constructed in accordance with all applicable regulations. As to that portion of CR139 lying west of the existing CR139 right-of-way and constructed within the existing City property, the City shall have the right to review and approve that segment of such Plans. Additionally, as to that portion of CR139 to be constructed within the Acorn property, Acorn will have the right to review and approve such final Plans. Both the City and Acorn agree that they will not unreasonably withhold such approval.

(2) **All Other Roadways Subject to this Agreement.** The Developer shall be responsible for the preparation of engineering Construction Documents for the construction of the Revised Project in accordance with all applicable regulations. The engineering Construction Documents may be prepared and submitted to the County in segments. As the final engineering Construction Documents for the construction of each segment are prepared, they shall be submitted to the County's Director of Public Works for his approval or disapproval. The County's Director of Public Works shall have thirty (30) days from the submittal of the final engineering Construction Documents for each segment to approve or disapprove in writing such documents. If the County's Director of Public Works determines that the engineering final Construction Documents for any segment are not in compliance with applicable regulations, then the County's Director of Public Works disapproval shall specifically state those portions of such segment documents not in compliance. The County's Director of Public Works may also submit written suggestions and recommendations to Developer based on his review of construction documents and the Revised Project shall be designed and constructed in accordance with all applicable regulations.

**B. Right-of-Way.**

(1) **Property Currently Owned by the Developer.** Developer agrees to convey to the County that portion of the real property owned by the Developer depicted in *Exhibit "B"* within sixty (60) days from the date upon which the County provides written approval of the final engineering Construction Documents for the applicable road segment. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of records, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Developer agrees to convey to the County such right-of-way depicted in *Exhibit "B"* without impact fee credit entitlement. The County shall pay for all documentary stamps to record the deed and all other recording costs. At closing, the Developer shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(2) **Property Currently Owned by Acorn.** Acorn agrees to convey to the County that portion of the real property owned by Acorn within sixty (60) days from the date upon which the County provides written approval of the final engineering Construction Documents for the applicable road segment. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of records, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Acorn agrees to convey to the County such right-of-way without impact fee credit entitlement. The County shall pay for all documentary stamps to record the deed and all other recording costs. At closing, Acorn shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(3) **Property Currently Owned by the City.** The City agrees to convey to the County that portion of the real property owned by the City as set forth in one of the roadway alignments depicted in *Exhibit "C"* necessary for the construction of the CR139 Segment within sixty (60) days from the date upon which the City and the County provides written approval of the final engineering Construction Documents for the CR139 Segment. The County shall pay for all documentary stamps, if documentary stamps are required, to record the deed and all other recording costs. At closing, the City shall pay the current year tax, if any, prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(4) **Additional Right-of-Way to be Acquired.** The Developer agrees to cooperate with the County in assisting the County in securing such additional right-of-way as is necessary to complete the Revised Project.

(5) **Property Previously Conveyed to the County.** Upon completion of the first segment pursuant to this Agreement, the County agrees to reconvey to Acorn the property conveyed to the County in the Right-of-Way Quit Claim Deed recorded in Official Records Book 1127, Page 779, Public Records of Sumter County, Florida.

C. **Construction of Revised Project.** The Revised Project shall be constructed in accordance with all requirements of the County Land Development Code, including periodic inspections and submission of all testing reports and final inspection by the County prior to acceptance of each segment. Developer shall commence construction of any segment within one hundred twenty (120) days of the later to occur of (1) the County acquiring all right-of-way necessary to construct such segment, or (2) the Developer receiving final approval for final engineering plans for such segment; and each segment shall be completed no later than one (1) year from commencement. If the construction of any segment is not commenced within six (6) years from the date of this Agreement, then either the County or the Developer may terminate this Agreement as to such segments by providing written notice to the other parties.

### 3. IMPACT FEE CREDITS.

#### A. **Dedication of Right Of Way.**

(1) **Property Owned by the Developer.** Developer agrees to convey to the County the right-of-way depicted in *Exhibit "B"* without impact fee credit.

(2) **Property Owned by Acorn.** Acorn agrees to convey to the County the right-of-way without impact fee credit.

(3) **Property Owned by the City.** City agrees to convey to the County the right-of-way depicted in *Exhibit "C"* without impact fee credit.

B. **Construction of the Revised Project.** The County agrees that the Developer shall be entitled to a combination of impact fee credits and/or reimbursements for each segment of the Revised Project based upon the actual cost of construction of Off-Site Improvements for such segment, however, in no event shall the Developer be entitled to any credit and/or reimbursement in excess of the one hundred twenty percent (120%) of the estimated construction costs set forth in *Exhibit "D"* unless the construction portion of the Revised Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and/or reimbursement in the amount of the actual cost of constructing each segment of the Revised Project.

C. **Records and Impact Fee Credits/Reimbursement.** The Developer shall be entitled to a combination of impact fee credits and reimbursement of impact fees paid by others within Road Construction District No. 1 as set forth in this Agreement.

All Road Construction District No. 1 Transportation Impact Fees paid by or on behalf of the Developer since the adoption Ordinance 2001-17 shall be available for credit to the Developer pursuant to this Agreement. All Road Construction District No. 1 Transportation Impact Fees collected within the area subject to the County/City Agreement shall be available for reimbursement to the Developer. In addition, fifty percent (50%) of all other Road Construction

District No. 1 Transportation Impact Fees outside of the area subject to the Developer's credit shall be available for reimbursement to the Developer. The Developer may apply for a credit and/or reimbursement based upon the percentage of the work completed by delivering to the County a certification by the Project Engineer indicating the percentage of work completed through the date of certification, which credit and/or reimbursement shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant such ordinance until the County's first approval of a portion of the credit and/or reimbursement entitlement under this Agreement. During construction such impact fee credit and/or reimbursement shall accrue to the Developer in an amount equal to 90% of the cost of each portion of the Revised Project completed. Upon completion of each segment, 100% of the cost associated with such segment shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes impact fee credits shall rebated to the Developer to the extent of the Developer's impact fee credit and/or reimbursement entitlement on a monthly basis. Notwithstanding the fact that the Developer has established an impact fee credit and/or reimbursement balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits and/or reimbursement pursuant to Section D. below within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month end month's balance of impact fees paid by the Developer, provided such rebate amount does not exceed the existing credit and/or reimbursement entitlement available to the Developer. The amount of each monthly rebate shall be deducted from the credit and/or reimbursement entitlement available to the Developer. The County shall deliver to the Developer monthly reports indicating all activity on the account during the month, and the month end credit and/or reimbursement balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of the Off-Site Improvements to be contributed. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement. **IN NO EVENT SHALL THE DEVELOPER BE ENTITLED TO ANY REIMBURSEMENT EXCEPT TO THE EXTENT OF FUNDS ON DEPOSIT IN ROAD CONSTRUCTION DISTRICT NO. 1.**

D. **Assignment of the Impact Fee Credits by the Developer.** The impact fee credits shall be fully transferable and assignable by the Developer in accordance with Section 3.08 of Ordinance 2001-17. Following an assignment by the Developer of the entire credit balance available to the Developer, the Developer shall resume remitting to the County the regularly assessed Transportation Impact Fees.

E. **Financial Accounting.** All financial records of the Developer pertaining to this Agreement shall be maintained according to generally accepted accounting principles. A separate project will be established in the accounting records to account for the Revised Project costs. The financial records shall enable to ready identification of all Revised Project costs. The County shall have the right to audit or verify the amount and accuracy of Revised Project costs and Revised Project documentation throughout the term of this Agreement and for five years subsequent.



F. **Annual Review and Audit.** The County shall conduct an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the Board finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County.

G. **County/City Agreement.** During the term of this Agreement, both the County and the City agree to take no action to terminate the County/City Agreement or take any other action that would diminish the Road Construction District No. 1 Impact Fees to be collected within the area subject to the County/City Agreement.

4. **TERM.** This Agreement shall continue in full force and effect ten (10) years from the completion of the last segment of the Revised Project.

5. **NOTICES.** Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and unless receipt is expressly required, will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

<b>COUNTY:</b> Sumter County Administrator 209 North Florida Street Bushnell, Florida 33513	<b>Copy to:</b> Randall Thornton, Esq. PO Box 58 Lake Panasoffkee, Florida 33538
<b>DEVELOPER:</b> The Villages of Lake-Sumter, Inc. 1020 Lake Sumter Landing The Villages, Florida 32162 Attention: John Wise	<b>Copy to:</b> Steven M. Roy, Esq. McLin & Burns P.A. PO Box 1299 The Villages, Florida 32158-1299
<b>CITY:</b> City of Wildwood 100 North Main Street Wildwood, Florida 34785	<b>Copy to:</b> Jerri Blair, Esq. PO Box 130 Tavares, Florida 32778

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

6. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest. No prior or present agreements or representations shall be binding unless included in this Agreement. No subsequent agreement shall be valid or binding upon the parties unless in writing and executed by the party immediately bound by it. In any litigation arising out of this Agreement, each party shall be responsible for its attorney's fees and costs.

7. **FORCE MAJEURE.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, then such party shall not be liable for damages to the other party as a result of such non-performance. Notwithstanding the above, the parties agree to take no action that would prevent the intended operation of this Agreement.

8. **VACATION OF A PORTION OF CR139 LYING OUTSIDE OF THE REVISED PROJECT.** The parties agree that the portion of CR139 which will lie outside of the Revised Project generally depicted in *Exhibit "B"*, which portion will be more particularly described pursuant to the roadway design of CR139 pursuant to Section 2.A(1) above, shall be vacated as public right-of-way at such time as the County accepts the realigned and reconstructed CR139.

9. **EXCHANGE OF PROPERTIES BETWEEN THE CITY AND THE DEVELOPER.** The City and the Developer believe that as a result of (i) the realignment of CR139, and (ii) the vacation of a portion of CR139 described in Section 8 above, an exchange of properties between the parties to realign property lines consistent with the realigned roadway is in the parties best interest, and therefore, the parties agree as follows:

A. The City agrees to convey to the Developer without compensation those properties generally depicted in *Exhibit "E"*, and

B. The Developer agrees to:

(1) Convey to the City without compensation the properties described in *Exhibit "F"*, and

(2) Provide off-site stormwater retention benefitting the property to be acquired and retained by the City generally depicted in *Exhibit "G"*.

The City and the Developer agree that *Exhibits "E", "F" and "G"* generally depict the agreement of the parties and agree that the final legal descriptions for such property shall be pursuant to a survey prepared at the Developer's expense, certified jointly to the Developer and the City.

10. **AMENDMENT.** This Agreement may be amended by mutual written agreement of the parties where such amendment is duly executed with the same formalities as this Agreement.


3. NEW BUSINESS--ACTION REQUIRED

e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.

TEST:

 Gloria Hayward, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

Joey Chandler  
Joey Chandler, Chairman

Approved as to Form  
and Legal Sufficiency

[Signature]  
Sumter County Attorney

ATTEST:

By: [Signature]  
Gary L. Moyer, Vice President

THE VILLAGES OF LAKE-SUMTER, INC.

By: [Signature]  
Mark G. Morse, Executive Vice President

ATTEST:

Joseph Jacobs  
Joseph Jacobs, Clerk

CITY OF WILDWOOD

[Signature]  
Ed Wolf, Mayor

Acorn joins in this Amended and Restated Agreement for Development of County Roads 466-A, 462, and 139 for the sole purpose of agreeing to convey and dedicate to the County without compensation of any kind, the property described in *Exhibit "H"*.

ATTEST:

By: [Signature]  
Joe Nisbett, Co-Manager

ACORN INVESTMENTS, LLC

By: [Signature]  
William Kearns, Co-Manager

# EXHIBIT A

## 3. NEW BUSINESS ACTION REQUIRED

### e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139

CR 42

MARION COUNTY  
SUMTER COUNTY

MARION LAKE

CR 466

CR 462

CR 462

US HIGHWAY 301

CR 462

CR 466A

FRUITLAND PARK

WILDWOOD

CR 44A

SR 44

SUNSHINE STATE PARKWAY

Lake Deaton

Lake Okahumpka

Lake Miona

INTERSTATE 75



1" = 8,000'



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.  
Certificate of Authorization Number: 4709

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS

4450 N.E. 83rd Road O Wildwood, Florida 34785 O (352) 753-3114

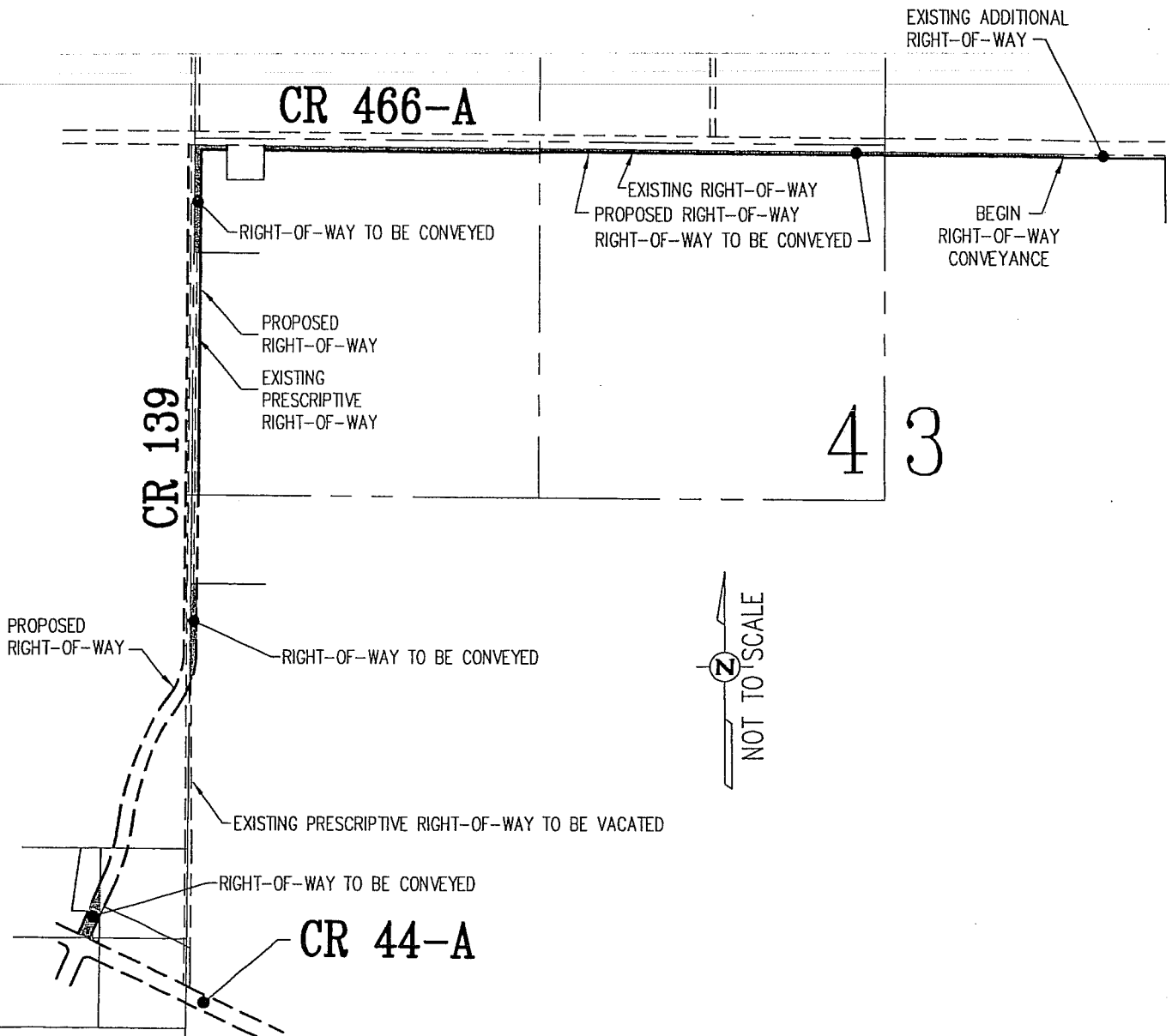
REVISED MASTER PLAN

# EXHIBIT "B"

## 3. NEW BUSINESS-ACTION REQUIRED

### e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

4450 NE 63RD ROAD ▲ WILLOWOOD, FL 34785 ▲ (352) 753-3114

# EXHIBIT "C"

## 3. NEW BUSINESS-ACTION REQUIRED

### e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139

TO CR 466-A

CR 144

RIGHT-OF-WAY TO BE CONVEYED

PROPOSED RIGHT-OF-WAY

### NOTE

PROPOSED LOCATION CONCEPTUAL ONLY.  
EXACT ALIGNMENT AS APPROVED BY CITY OF  
WILDWOOD AND SUMTER COUNTY

CR 139

EXISTING PRESCRIPTIVE RIGHT-OF-WAY TO BE VACATED

RIGHT-OF-WAY TO BE CONVEYED

CR 44-A



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

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**EXHIBIT D  
CONSTRUCTION COST PROJECTION**

**CR 462 FROM US 301 TO CR 466A  
(2.20 MILES) IMPROVED 2-LANE RURAL SECTION**

CONSTRUCTION AND INSPECTION IMPROVED 2-LANE	\$4,620,000.00
CSX RAILROAD SIGNALS AND X-ING	\$ 350,000.00
CONTINGENCY (10%)	\$ 497,000.00
ENGINEERING & PERMITTING	\$ 397,600.00
PERFORMANCE & PAYMENT BOND (1.5% OF CONSTRUCTION COST)	<u>\$ 74,550.00</u>

**CR 462 PROJECTED COST** **\$5,939,150.00**

**CR 139 FROM CR 466A TO SR 44  
(1.67 MILES) IMPROVED 4-LANE URBAN SECTION**

CONSTRUCTION/SURVEYING/TESTING/INSPECTIONS	\$7,348,000.00
CONTINGENCY (10%)	\$ 734,800.00
ENGINEERING & PERMITTING	\$ 587,840.00
PERFORMANCE & PAYMENT BOND (1.5% OF CONSTRUCTION COST)	<u>\$ 110,220.00</u>

**CR 139 PROJECTED COST** **\$8,780,860.00**

**CR 466A FROM WEST OF CR 462 TO WEST OF BUENA  
VISTA BOULEVARD (1.91 MILES) IMPROVED 4-LANE URBAN SECTION**

CONSTRUCTION/SURVEYING/TESTING/INSPECTIONS	\$8,404,000.00
CONTINGENCY (10%)	\$ 840,400.00
ENGINEERING & PERMITTING	\$ 672,320.00
PERFORMANCE & PAYMENT BOND (1.5% OF CONSTRUCTION COST)	<u>\$ 126,060.00</u>

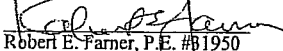
**CR 466A PROJECTED COST** **\$10,042,780.00**

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**PROJECTED TOTAL PROJECT COST:** **\$24,762,790.00**

TOGETHER WITH the actual cost of right-of-way acquisition including all appraisal fees, attorney fees, recording fees, court costs, and other costs associated with such acquisition and traffic signalization.

Note: Cost projection is based on unit construction costs recently obtained from various highway improvement projects located within Sumter County. Actual costs may vary based on final engineering design, contractor bidding methods, and other competitive market conditions in effect at the time of actual construction.

Prepared by:   
Robert E. Farmer, P.E. #B1950

Date: October 2, 2006

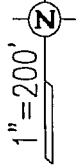
# EXHIBIT E

## 3. NEW BUSINESS-ACTION REQUIRED

### e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139

PROPOSED RIGHT-OF-WAY



EXISTING PRESCRIPTIVE  
RIGHT-OF-WAY TO BE VACATED

CR 139

LANDS TO BE CONVEYED

JOINT ACCESS EASEMENT

20.00'

265'±

CR 44-A



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

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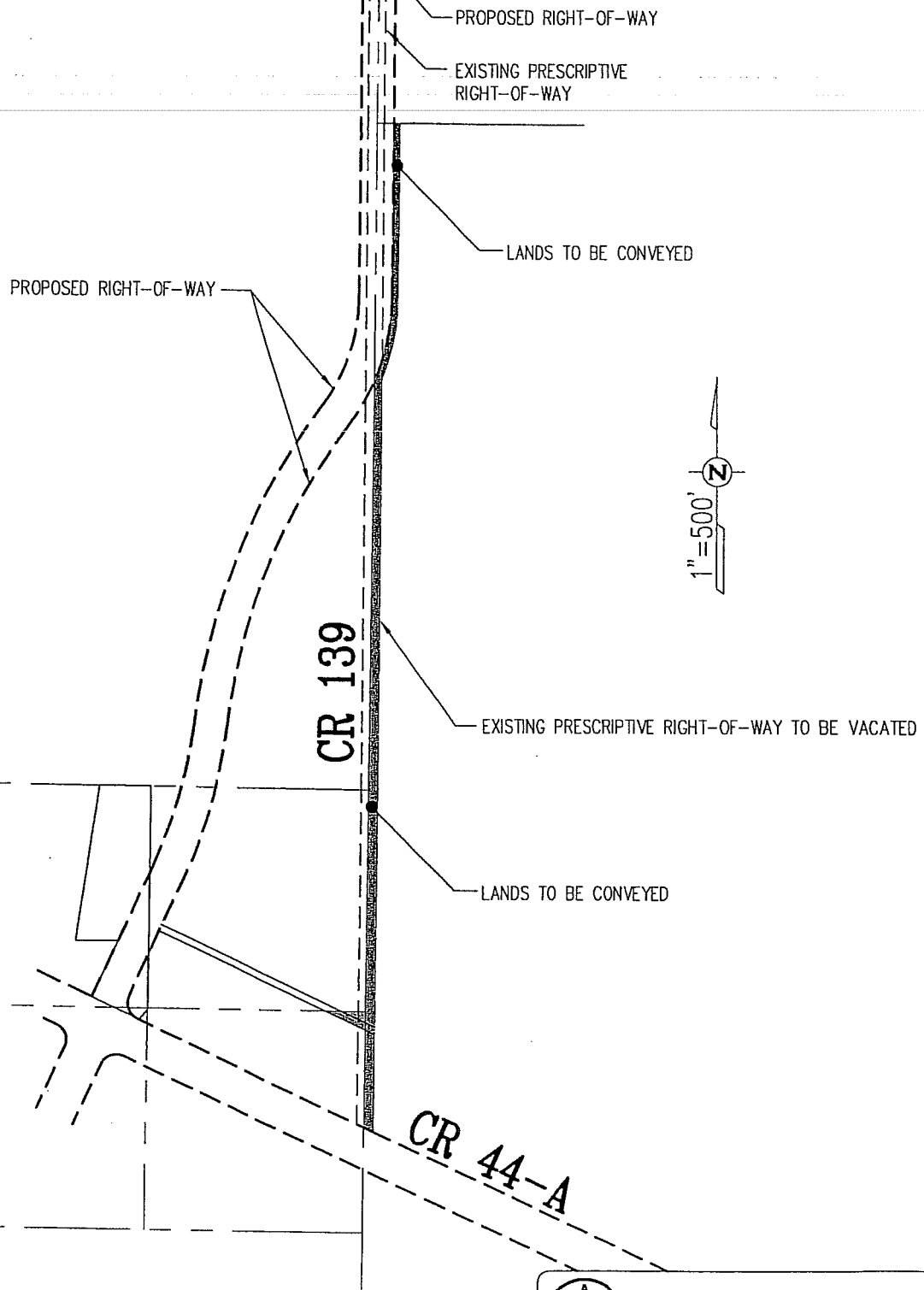


# EXHIBIT "F"

## 3. NEW BUSINESS-ACTION REQUIRED

### e. Contracts and Agreements

#### 1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.

4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

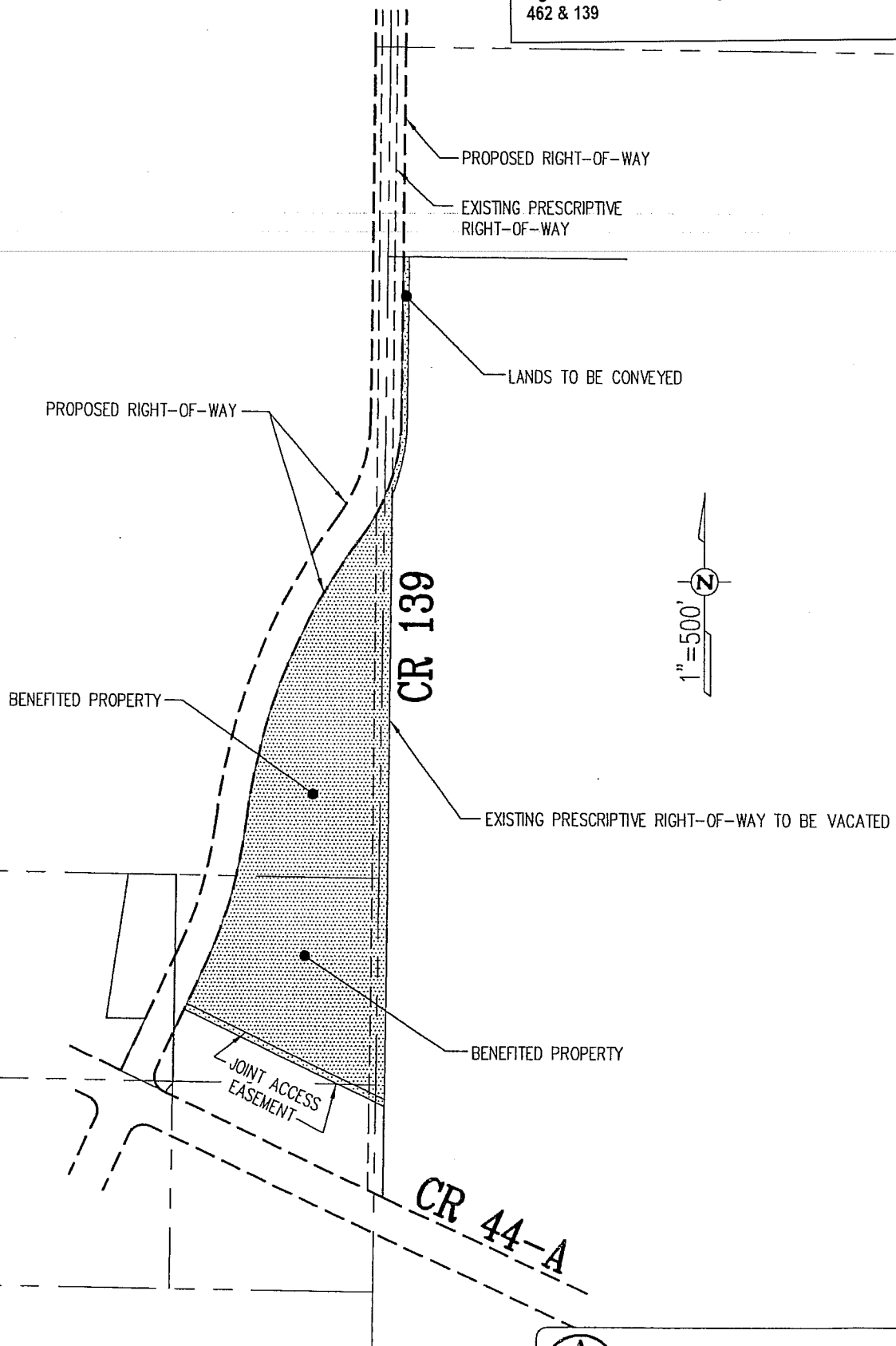
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# EXHIBIT "G"

## 3. NEW BUSINESS-ACTION REQUIRED

e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

4450 NE 63RD ROAD ▲ WILDMOOD, FL 34785 ▲ (352) 753-3114

000000.0000

**AGREEMENT BETWEEN THE CITY OF WILDWOOD  
AND THE VILLAGES OF LAKE-SUMTER, INC., CONCERNING  
ISSUES RELATED TO THE WIDENING OF COUNTY ROAD 139**

THIS AGREEMENT is made and entered into this 27 day of Dec, 2009, by and among THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "the Villages"); and CITY OF WILDWOOD, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "City").

The parties agree as follows:

1. The parties have entered into that certain agreement by and between the City, Sumter County and the Villages (Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139, signed October 17, 2006), which allows for the widening of County Road 139.

2. As a part of the realignment of County Road 139, the City will have to:

- a. Move certain walking trails located on the City's property;
- b. Move certain soccer fields located in Millennium Park;
- c. Move a portion of the driveway entry into the Millennium Park Recreation Center;
- d. Redesign and build a new sign and entranceway to the park; and,
- e. Landscape the entryway.

3. The Villages will assist the City in redesign and moving the amenities that make up the walking trails from the site where they are currently placed to another site on the Millennium Park property. In assisting the City, the Villages will provide

engineering/design services for the redesign, manpower for the actual move and the cost of any items that need to be replaced because of the move. The walking trails are used on a daily basis and should be moved prior to any roadway construction.

4. The Villages will assist the City in the redesign and moving of the amenities that will make up the soccer fields from the site where they are currently placed to another site on the Millennium Park property. In assisting the City, the Villages will provide engineering/design services for the redesign, manpower for the actual move and the cost of any items that need to be replaced because of the move. The soccer fields at Millennium Park have scheduled activities planned during the proposed roadway construction so the relocation of these fields will need to take place prior to any roadway construction so as to not disrupt those events.

5. The Villages will be responsible for design and placing landscaping within the entrance to the park. The landscape will be similar to and contain the type of landscaping used within the Villages.

6. The Villages will be responsible for redesign and construction of the entranceway to the Millennium Park. The entranceway design will be similar to and the design used by the Villages in the area. The new entranceway is to include a monument sign consistent with the City and the Villages typical Commercial Design Standards.

7. The Villages agrees that construction costs for the 139 project will include removal of the old Millennium Park driveway and the portion of 139 that will no longer to be used as a roadway.

8. The Villages agrees to place a five foot (5') wide paved sidewalk along the Western side of County Road 139 all the way to County Road 44A.

**3. NEW BUSINESS-ACTION REQUIRED**

**e. Contracts and Agreements**

**1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139**

9. The Villages agrees that during the construction, a temporary driveway may be installed to provide access to the property that the City is currently leasing to Life Flight.

10. The City will require utility work done in the right of way of 139. The City and the Villages will enter into an agreement with the general contractor selected by the Villages to allow the City's utility work to be done by the general contractor selected by the Villages at the time of construction of the road with the City purchasing the material and paying for that portion of the work being done by the general contractor selected by the Villages to construct the lines.

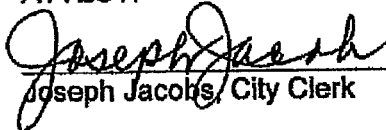
11. The City will also provide, pursuant to that agreement, to the general contractor selected by the Villages reasonable build out scenarios for the City's property which will be on the East side of 139 after construction so that the general contractor selected by the Villages may also design the stormwater system that will be necessary to serve that area.

12. The costs for the design and engineering of the revised Millennium Park plan, any plan reviews and permitting costs are to be reimbursed to the City by the Villages.

**IN WITNESS WHEREOF**, the parties have executed Agreement the day and year first above written.

**AS TO THE CITY:**

ATTEST:

  
Joseph Jacobs, City Clerk

CITY OF WILDWOOD, FLORIDA

  
Ed Wolf, Mayor

3. NEW BUSINESS-ACTION REQUIRED

e. Contracts and Agreements

1. Second Amendment to the Amended & Restated Agreement for the Development of County Roads 466-A, 462 & 139

AS TO THE VILLAGES:

ATTEST:

By:

Martin L. Dzuro, Vice President

THE VILLAGES, OF LAKE-SUMTER, INC.

By:

Mark G. Morse,  
President

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2009, by Ed Wolf and Joseph Jacobs, the Mayor and City Clerk, respectively, of, and on behalf of the City of Wildwood, Florida, who did not take an oath.

Marena D. Roberts

Notary Public - State of Florida

Print Name MARENA D. ROBERTS

My Commission Expires: 3-29-2010

Serial/Commission Number DD 496475

Personally known ☒ or ☐ produced identification

Type of identification produced: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 19 day of AUGUST, 2009, by Mark G. Morse, Executive Vice President, and Martin L. Dzuro, Vice President, respectively, of, and on behalf of The Villages of Lake-Sumter, Inc., who did not take an oath and who is personally known.

Doris A. Pardo

Notary Public - State of Florida

Print Name Doris A. Pardo

My Commission Expires: \_\_\_\_\_

Serial/Commission Number \_\_\_\_\_



**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**June 14, 2010**

<b>3. NEW BUSINESS – ACTION REQUIRED</b> f. Financial - 1. Bills for Approval
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**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Payroll	May 23, 2010 Pay Period - 5 Employees	\$	2,111.04
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**CITY MANAGER-EXECUTIVE DEPARTMENT**

2	Payroll	May 23, 2010 Pay Period - 3 Employees	\$	9,207.46
3	Payroll	June 6, 2010 Pay Period - 3 Employees	\$	9,207.46
4	Bright House	Internet Service	\$	21.00
5	Dept of Management Services	Phone Service	\$	4.30
6	Dept of Management Services	Phone Service	\$	64.86
7	Ernie Morris Enterprises, Inc	Office Supplies	\$	56.40
8	IMS	Monthly Computer Contract	\$	183.92
9	Martronics Inc	Batteries	\$	25.01
10	The Florida Bar	Annual Membership Fees	\$	300.00

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

11	Payroll	May 23, 2010 Pay Period - 4 Employees	\$	10,060.87
12	Payroll	June 6, 2010 Pay Period - 4 Employees	\$	10,060.88
13	Bank of America	AVG, FCCMA	\$	96.98
14	Bright House	Internet Service	\$	27.95
15	Capital Office Products	Office Supplies	\$	230.17
16	Car Quest	Fuel Filters, Belts	\$	23.11
17	Century Link	Phone Service	\$	38.55
18	Dept of Management Services	Phone Service	\$	4.64
19	Dept of Management Services	Phone Service	\$	132.54
20	EGP	Monthly Copier Maintenance Contract	\$	53.43
21	Ernie Morris Enterprises, Inc	Office Supplies	\$	168.54
22	Federal Express	Postage	\$	44.16
23	IMS	Monthly Computer Contract	\$	578.16
24	Martronics Inc	Batteries	\$	9.77
25	Office Depot	Office Supplies	\$	98.54
26	Progress Energy	Electric Service	\$	2,405.94
27	The Daily Commercial	Ads	\$	104.16
28	Trane	Response Call Reset Tripped Breaker	\$	334.13
29	United States Postal Service	First Class Pre-Sort & Standard Mail	\$	185.00
30	Wildwood Ace Hardware	Fasteners, Receptacle Wallplate	\$	1.25

**BUILDING SERVICES**

31	Payroll	May 23, 2010 Pay Period - 2 Employees	\$	4,837.41
32	Payroll	June 6, 2010 Pay Period - 2 Employees	\$	4,973.58
33	Advanced Auto Parts	Water Pump, Radiator Hose, Timing Co, Bearings	\$	331.10
34	Bank of America	Building Officials Conference	\$	300.00
35	Bright House	Internet Service	\$	21.00
36	Car Quest	Deicer	\$	3.29
37	Cindy Chevrolet	Switch	\$	46.39
38	Dept of Management Services	Phone Service	\$	6.57
39	Dept of Management Services	Phone Service	\$	87.42
40	EGP	Monthly Copier Maintenance Contract	\$	7.81
41	IMS	Monthly Computer Contract	\$	169.77
42	Int'l Assoc of Electrical Inspections	Membership Renewal	\$	102.00
43	Sunshine Building Code	Inspections	\$	812.50

44	Titan Engine	Bore, Grind Crk, Reed Rods, Valve Job, Etc	\$	1,350.00
45	Universal Engineering Sciences	Permit Technician	\$	4,930.00
46	Wildwood Ace Hardware	Pocket Knife	\$	56.99

**DEVELOPMENT SERVICES**

47	Payroll	May 23, 2010 Pay Period - 4 Employees	\$	8,853.64
48	Payroll	June 6, 2010 Pay Period - 4 Employees	\$	8,853.62
49	Bank of America	Hilton, US Airline, Payless Car - Craig	\$	915.69
50	Bright House	Internet Service	\$	28.00
51	Capital Office Products	Office Supplies	\$	53.18
52	Dept of Management Services	Phone Service	\$	4.29
53	Dept of Management Services	Phone Service	\$	64.86
54	EGP	Monthly Copier Maintenance Contract	\$	7.82
55	IMS	Monthly Computer Contract	\$	169.78
56	The Daily Commercial	Ads	\$	183.66

**POLICE DEPARTMENT**

57	Payroll	May 23, 2010 Pay Period - 26 Employees	\$	50,527.81
58	Payroll	June 6, 2010 Pay Period - 26 Employees	\$	51,267.14
59	Advanced Auto Parts	Starter, Blower Mo, Disc Pad, Brake Pads, Etc	\$	280.35
60	Bank of America	Claughton Corps Training, SPX Corp	\$	409.52
61	Best Way Auto Glass	Right Door Glass	\$	168.10
62	Cal Amp	Data Radio Repair	\$	575.00
63	Capital Office Products	Office Supplies	\$	61.82
64	Car Quest	Pressure Switch, Reman Alternator	\$	360.65
65	Cason & Gaskins TV Inc	Scandisk 2GB SD Memory Card	\$	14.99
66	Custom Kingdom	Stickers - E.S.U. Vehicle	\$	100.00
67	Dept of Management Services	Phone Service	\$	26.76
68	Dept of Management Services	Phone Service	\$	135.36
69	Jiffy Exhaust Systems, Inc	Converter, Muffler, Tail Pipe, Etc.	\$	391.88
70	Law Enforcement Supply	Blue Lens, Apex Carrier, Summit Ser., Blood Test	\$	4,649.36
71	Merritt Department Stores, Inc	Gold Badge, Shirts	\$	222.96
72	Nationwide Computer	Sum Net Yearly Contract	\$	199.50
73	Progress Energy	Electric Service	\$	349.82
74	Wildwood Ace Hardware	Padlock, Cleaning Supplies, Key, Etc	\$	47.92
75	Wildwood Computer	DVD-RW Drive	\$	79.95
76	Wildwood Tire Company	Tires and Repairs	\$	468.37

**STREET DEPARTMENT, MECHANIC**

77	Payroll	May 23, 2010 Pay Period - 9 Employees	\$	13,570.72
78	Payroll	June 6, 2010 Pay Period - 9 Employees	\$	13,693.01
79	Advanced Auto Parts	Alternator, Belt, Idler Pulley, Seat Belt, Cylindr	\$	477.92
80	Affirmed Medical Services	First Aid & Safety Products	\$	5.00
81	Bank of America	SPX Corporation, Southern Tractor	\$	984.51
82	Big Truck Parts Inc	Filters	\$	33.86
83	B & M Equipment	Artic Boom Rental	\$	335.35
84	Bright House	Internet Service	\$	79.95
85	Car Quest	Pigtail, Oil Seal, Mini Lamp, Belts, Cable Ties, Etc	\$	92.74
86	Culligan	Cooler Rental and Bottled Water	\$	43.05
87	Dept of Management Services	Phone Service	\$	1.73
88	Dept of Management Services	Phone Service	\$	78.96
89	Ernie Morris Enterprises, Inc	Office Supplies	\$	61.53
90	ManTek	Elite Red Aerosol HV	\$	143.36
91	Martronics Inc	Batteries	\$	71.81



92	Progress Energy	Electric Service	\$	173.72
93	Sumter Electric	Electric Service	\$	156.02
94	Unifirst	Uniforms & Shirts for Valorie	\$	529.46
95	Valley National Gases	Acetylene, Argon, Oxygen, CO2	\$	113.68
96	Wildwood Ace Hardware	Fasteners,PVC Glue,Pipe,Elbows,Wtr Cooler,Etc.	\$	160.20
97	Wildwood Mower & Saw, Inc	Latch Swell,Carburetor,Throttle Cable, Bearings,Etc	\$	924.52
98	Wildwood Tire Company	Tires and Repairs	\$	236.80

#### **COMMUNITY RE-DEVELOPMENT**

99	Payroll	May 23, 2010 Pay Period - 1 Employee	\$	2,471.02
100	Payroll	June 6, 2010 Pay Period - 1 Employee	\$	2,471.03
101	Bright House	Internet Service	\$	7.00
102	C.W. Roberts Contracting, Inc	Gamble Street	\$	52,466.40
103	Dept of Management Services	Phone Service	\$	4.30
104	Dept of Management Services	Phone Service	\$	64.87
105	Wildwood Ace Hardware	Gamble Street Reflectors Propane Cylinders	\$	2.99

#### **GROWERS MARKET**

106	Payroll	May 23, 2010 Pay Period - 2 Employees	\$	461.81
107	Payroll	June 6, 2010 Pay Period - 2 Employees	\$	556.54
108	Blue Printing and Design	Business Cards - Ed Curtis	\$	35.00
109	Bright House	Internet Service	\$	7.00
110	Dept of Management Services	Phone Service	\$	4.30
111	Dept of Management Services	Phone Service	\$	64.86
112	T & D Waste Services, Inc	Port O Lets	\$	115.00
113	The Daily Commercial	Ads	\$	247.02
114	U.S. HealthWorks	Basic PE 8, Panel DS,LBA COC - New Hire	\$	150.00

#### **PARKS AND RECREATION**

115	Payroll	May 23, 2010 Pay Period - 4 Employees	\$	6,007.95
116	Payroll	June 6, 2010 Pay Period - 4 Employees	\$	6,007.96
117	Advanced Auto Parts	Brake Pads, Wiper Blades	\$	38.05
118	A-Line Fire & Safety	Inspection - Oxford Community Building	\$	185.95
119	Bank of America	SPX Corporation, Wal-Mart,Custom Kingdom-FtBall	\$	448.49
120	Bright House	Internet Service	\$	7.00
121	Car Quest	Copper Core	\$	1.97
122	Central Pump & Supply	PVC Pipe, Couplings, Elbows, Gears, Etc	\$	910.29
123	Dept of Management Services	Phone Service	\$	4.29
124	Dept of Management Services	Phone Service	\$	64.86
125	Ernie Morris Enterprises, Inc	Office Supplies	\$	57.57
126	Federal Express	Postage	\$	16.00
127	GSI Golf Specialties, Inc	Sand for Baseball Fields	\$	4,158.00
128	Interstate Battery System	Batteries	\$	85.95
129	Jerry Ulm Dodge	Sensor, Insulator, Indicator	\$	78.43
130	John Deere Landscapes Lesco	Fertilizer, Field Marker	\$	391.37
131	Progress Energy	Electric Service	\$	1,414.86
132	Ro Mac	Hinges	\$	32.28
133	Salescorp of Florida	Gatorade	\$	216.00
134	Sleuth Mystery Dinner Show	Summer Camp - Deposit	\$	100.00
135	Sumter Electric	Electric Service	\$	137.80
136	T & D Waste Services, Inc	Port O Lets - Lake Deaton & Oxford Park	\$	130.00
137	Unifirst	Uniforms	\$	85.27
138	Wildwood Ace Hardware	PVC Pipe, Elbows, Jig Saw, Treated Post,Etc	\$	579.73
139	Wildwood Mower & Saw, Inc	Carburetor, Idler Flat, Spindle Shaft, Bearings, Etc	\$	907.21

140	Wildwood Tire Company	Tires and Repairs	\$	39.85
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**COMMUNITY CENTER**

141	Bright House	Internet Service	\$	79.95
142	Century Link	Phone Service	\$	359.05
143	Resource One	Cleaning Supplies	\$	106.36
144	Sumter Electric	Electric Service	\$	1,355.65
145	Unifirst	Rugs	\$	103.30
146	Wildwood Ace Hardware	Cleaners, Toilet Brush, Bleach, Etc.	\$	47.63
147	Wildwood Tire Company	Tires and Repairs	\$	163.03

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

148	Payroll	May 23, 2010 Pay Period - 3 Employees	\$	5,035.52
149	Payroll	June 6, 2010 Pay Period - 3 Employees	\$	5,035.52
150	Bright House	Internet Service	\$	21.00
151	Business Basics Etc., LLC	Water Bills	\$	745.00
152	Capital Office Products	Office Supplies	\$	20.80
153	Car Quest	Fuel Filters, Belts	\$	23.12
154	Century Link	Phone Service	\$	34.68
155	Dept of Management Services	Phone Service	\$	4.29
156	Dept of Management Services	Phone Service	\$	109.98
157	EGP	Monthly Copier Maintenance Contract	\$	53.42
158	Ernie Morris Enterprises, Inc	Office Supplies	\$	7.65
159	IMS	Monthly Computer Contract	\$	293.92
160	Martronics Inc	Batteries	\$	9.77
161	Progress Energy	Electric Service	\$	737.81
162	Trane	Response Call Reset Tripped Breaker	\$	334.12
163	United States Postal Service	First Class Pre-Sort & Standard Mail	\$	185.00
164	Wildwood Ace Hardware	Fasteners, Receptacle Wallplate	\$	1.25

**WATER DEPARTMENT**

165	Payroll	May 23, 2010 Pay Period - 8 Employees	\$	14,834.73
166	Payroll	June 6, 2010 Pay Period - 8 Employees	\$	15,333.12
167	Advanced Auto Parts	Water Pump, Starter, Wiper Blade, Mini Bulb	\$	127.65
168	Banc of America	2007 Ford F250	\$	6,128.51
169	Bank of America	SPX Corporation , Lowes, Al&Sons, Pwr Conversion	\$	1,152.40
170	Besco Electric Company	WestingHouse Bulbs	\$	110.40
171	B & M Equipment	Roller Rental	\$	131.08
172	Brenntag	Liquid Chlorine	\$	868.46
173	Bright House	Internet Service	\$	79.95
174	Car Quest	Lamp Lens, Emergency Lighting, Flasher	\$	69.92
175	Cason & Gaskins TV Inc	Twist Connectors	\$	3.98
176	Cindy Chevrolet	HDL-E / Gat	\$	49.53
177	Cottom's A-1 Sod	Floritam Sod	\$	101.00
178	C.W. Roberts Contracting	WW S-III Pour	\$	115.42
179	Dept of Management Services	Phone Service	\$	45.12
180	Dept of Management Services	Phone Service	\$	2.25
181	Diversified Drilling Corporation	Champagne Farms Water Supply	\$	22,655.45
182	Ernie Morris Enterprises, Inc	Office Supplies	\$	19.74
183	HD Supply Waterworks	Safety Flag Kit; PVC Pipe, Ball Valves	\$	780.82
184	Leesburg Rent-All	Riding Roller w/Trailer	\$	67.00
185	Martronics Inc	Batteries	\$	124.13
186	Plant Technicians	Environmental Testing	\$	970.00
187	Pride Enterprises	Consumer Confidence Report	\$	734.70

188	Progress Energy	Electric Service	\$	1,504.94
189	Sherwin-Williams	Paint	\$	104.45
190	Sumter Electric	Electric Service	\$	4,444.02
191	Sunstate Meter & Supply, Inc.	T10 Meters, Bottom Gaskets, Replacement Battery	\$	3,588.67
192	Terminix	Pest Control Maintenance Contract	\$	30.00
193	The Dumont Company	Check Valves,Hypochlorite Solution,Clear Flow	\$	7,694.13
194	Unifirst	Uniforms	\$	261.23
195	United States Postal Service	Consumer Confidence Report Mail Out	\$	665.68
196	Wildwood Ace Hardware	Tubing, Fuses, Fasteners, PVC Pipe,Etc.	\$	219.29
197	Wildwood Mower & Saw, Inc	Air Filter, Carburetor	\$	137.01
198	Wildwood Tire Company	Tires and Repairs	\$	287.90

#### **REFUSE DEPARTMENT**

199	Payroll	May 23, 2010 Pay Period - 6 Employees	\$	13,563.88
200	Payroll	June 6, 2010 Pay Period - 6 Employees	\$	13,517.57
201	Advanced Auto Parts	Halogen Headlight	\$	2.84
202	Affirmed Medical Services	First Aid & Safety Products	\$	5.00
203	AT & T	GPS Modem	\$	131.21
204	Banc of America	2007 Commercial Roll Off	\$	7,726.83
205	Car Quest	Oil, Hyd Fluid, Socket	\$	81.19
206	Culligan	Cooler Rental and Bottled Water	\$	43.03
207	Dept of Management Services	Phone Service	\$	11.28
208	Ernie Morris Enterprises, Inc	Office Supplies	\$	61.53
209	Pride Enterprises	Orange Door Hangers	\$	92.06
210	Progress Energy	Electric Service	\$	256.62
211	Sumter County Solid Waste	Tipping Fee	\$	597.02
212	Sumter Sanitation	Tipping Fee	\$	17,752.78
213	Unifirst	Uniforms	\$	174.59
214	Wildwood Ace Hardware	Cable, Bolt, Wire Rope, Etc.	\$	53.95
215	Wildwood Tire Company	Tires and Repairs	\$	692.00
216	Wildwood Truck Wash Inc.	Refuse Truck Washing	\$	150.00

#### **WASTEWATER DEPARTMENT**

217	Payroll	May 23, 2010 Pay Period - 16 Employees	\$	31,680.55
218	Payroll	June 6, 2010 Pay Period - 16 Employees	\$	32,284.33
219	All Terrain Lawn & Tractor	Picco Slim Guide 8, 61PMMC3, 26RMC3	\$	169.87
220	Almac Unlimited, Inc	Bandanna's, Gatorade, Safety Glasses	\$	153.10
221	A.W.K. Industries, Inc	Converter, Ultra Mag Flow Meter,Calibrations	\$	7,564.05
222	Bank of America	SPX Corporation, FL Wtr Resources,FL Society Env	\$	854.51
223	B & M Equipment	Excavator Rental	\$	191.40
224	Capital Office Products	Office Supplies	\$	40.16
225	Car Quest	Belt, Fuel Filter	\$	40.24
226	Cason & Gaskins TV Inc	Battery, Holster, Charger, Lithium Coin Cell, Adaptor	\$	122.90
227	Central Pump & Supply	Glue, Green Wire, Solenoid	\$	535.12
228	Century Link	Phone Service	\$	53.82
229	Culligan	Bottled Water	\$	94.48
230	Dept of Management Services	Phone Service	\$	8.09
231	Dept of Management Services	Phone Service	\$	90.24
232	E & B Hauling Services, LLC	Cake Removal	\$	4,928.00
233	Ernie Morris Enterprises, Inc	Office Supplies	\$	137.31
234	Federal Express	Postage	\$	21.04
235	Hach	Rosolic Plastic, Tubes, Cylinder Assy Calibration	\$	679.38
236	Hardy Diagnostics	Membrane Filter, Multi Pk St Advantek	\$	331.35
237	HD Supply WaterWorks	Purple Wire, Wilkins, PVC Pipe, Casing Spacer,Etc	\$	4,038.89

238	Integration Concepts, Inc	Repair PLC System Hardware Processor	\$	9,700.00
239	Interstate Battery System	Batteries	\$	133.90
240	ITT Water & Wastewater USA	MTR3 Relay w/out Alarm 110VAC	\$	1,063.08
241	John Deere Landscapes Lesco	Prosecutor	\$	94.46
242	Martronics, Inc	Batteries	\$	244.83
243	Odyssey	Hypochlorite Solutions	\$	2,536.40
244	Office Depot	Office Supplies	\$	8.30
245	Progress Energy	Electric Service	\$	22,498.14
246	Sumter County Times	Ad	\$	31.36
247	Sumter Electric	Electric Service	\$	185.83
248	Sumter Tire & Auto, Inc	Tire Repairs	\$	42.02
249	Tampa Armature Works Inc	Load Bank	\$	1,836.00
250	Test America	Environmental Testing	\$	1,816.50
251	The Daily Commercial	Ads	\$	156.72
252	Unifirst	Uniforms	\$	407.83
253	VWR	Iodine Reagent, Filter Paper, Standard Cond	\$	407.25
254	Wildwood Ace Hardware	Valve Box, Asponite, Post, Concrete Mix	\$	992.52
255	Wildwood Feed, Farm & Pet	Fertilizer	\$	89.47
256	Wildwood Mower & Saw, Inc	Scalp Roller, Blk Vortex Trimmer	\$	82.91
257	Wildwood Tire Company	Tires and Repairs	\$	277.87

**GREENWOOD CEMETERY**

**WILDWOOD INDUSTRIAL PARK**

**ATTORNEYS/CONSULTANTS/SURVEYORS**

258	Jerri A Blair	Attorney	\$	8,012.07
259	Kimley-Horn & Associates	Engineers	\$	14,408.77

**FUEL INVENTORY**

260	Stone Petroleum Products, Inc	Regular Unleaded Gasoline	\$	7,262.56
261	Stone Petroleum Products, Inc	Ultra Low Sulfur Diesel	\$	2,966.70

<b><u>TOTAL</u></b>	<b>\$ 619,050.22</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

# June 2010

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	31 Gene Kornegay, Refuse - Vacation	1 Gene Kornegay, Refuse - Vacation	2 Gene Kornegay, Refuse - Vacation	3 Gene Kornegay, Refuse - Vacation	4 Gene Kornegay, Refuse - Vacation	5 WW Growers Market
6	7 SPECIAL MTG. @ 5:30 PM - Discuss Building & Refuse Services Consolidation	8 Final Budget Prep Session with Staff	9 Final Budget Prep Session with Staff	10 Final Budget Prep Session with Staff	11 Final Budget Prep Session with Staff	12 WW Growers Market
13	14 CITY COMMISSION MEETING AT 7:00 PM	15	16	17	18 Dept. Head meeting - go over final budget items prior to presenting to Commission	19 WW Growers Market
20	21	22	23	24	25	26 WW Growers Market
27	28 CITY COMMISSION MEETING AT 7:00 PM Proposed Budget for FY2010-11 to be delivered tomorrow...	29 City Manager leaves for Vacation	30 City Manager out for Vacation			

July 2010						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 City Manager out for Vacation	2 City Manager out for Vacation	3 WW Growers Market
4	5 CITY HALL CLOSED FOR INDEPENDENCE DAY HOLIDAY	6 FIRST Budget Workshop – 9:00 AM – 12:00 NOON	7	8	9	10 WW Growers Market
11	12 CITY COMMISSION MEETING AT 7:00 PM	13	14	15	16	17 WW Growers Market
18	19 SECOND Budget Workshop – 9:00 AM – 12:00 NOON RECOMMENDED DATE FOR HEALTH CARE BENEFITS DISCUSSION	20	21	22	23	24 WW Growers Market
25	26 CITY COMMISSION MEETING AT 7:00 PM	27	28	29	30	1 WW Growers Market

# CITY OF WILDWOOD, FLORIDA

## MEMORANDUM

Jason Hargrove, Parks & Recreation Coordinator

100 North Main Street, Wildwood, FL. 34785

(352) 330-1330 x114

Jhargrove-wildwood@cfl.rr.com

**Attention:** Robert Smith, City Manager

**Date:** 6/9/10

**Subject:** Summer Camp

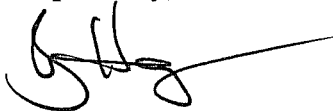
Mr. Smith,

The City has done a total of 8 registration dates (5/15, 5/22, 5/24, 5/25, 6/1, 6/3, 6/8, 6/10) for this year's Summer Recreation Program. Out of all 8 registration dates, I have a total of 15 registered participants with all but one participant not going all 5 weeks. Here is the break down of camp weeks and number of kids attending those weeks:

Week 1	June 28 <sup>th</sup> – July 2 <sup>nd</sup>	11 participants
Week 2	July 6 <sup>th</sup> – July 9 <sup>th</sup>	4 participants
Week 3	July 12 <sup>th</sup> – July 16	7 participants
Week 4	July 19 <sup>th</sup> – July 23 <sup>rd</sup>	4 participants
Week 5	July 26 <sup>th</sup> – July 30 <sup>th</sup>	7 participants

The cost of the camp is very close to \$30,000 due to staff, field trips, and supplies (indoor games, outdoor games, arts and crafts, etc). With current registration fees totaling \$1,979.50 and I have brought in donations (Camp Sponsorships and Send a Kid to Camp Scholarships) of \$2,602, bringing total revenue from camp to \$4581.50 (\$25418.50 difference).

Respectfully,



Jason Hargrove  
Parks & Recreation Coordinator  
City of Wildwood